

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:**DO NOT WRITE IN THIS SPACE**

Case

Date Filed

05-CA-154115

06/12/2015

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer AMAZON FULFILLMENT CENTER	b. Tel. No. 800-929-5313
	c. Cell No.
d. Address (street, city, state ZIP code) 1901 MEADOWVILLE TECHNOLOGY PKWY, CHESTER, VA 23836	e. Employer Representative MARIE JONES - HUMAN RESOURCES MANAGER
	f. Fax No.
	g. e-Mail
	h. Dispute Location (City and State) CHESTER, VA
i. Type of Establishment (factory, nursing home, hotel) DISTRIBUTION CENTER	j. Principal Product or Service FULFILLMENT CENTER
	k. Number of workers at dispute location 30

1. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1, 3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the above-named Employer, through its officers, agents and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing employees of Amazon in the exercise of their rights guaranteed in Section 7 of the Act.

On or about [REDACTED] 2015 the above-named Employer, by its officers, agents and representatives, discriminated against and disciplined (b) (6), (b) (7)(C) because of [REDACTED] membership and activities in behalf of International Association of Machinists and Aerospace Workers, AFL-CIO, a labor organization.

3. Full name of party filing charge (If labor organization, give full name, including local name and number)

International Association of Machinists and Aerospace Workers, AFL-CIO

4a. Address (street and number, city, state, and ZIP code)

**690 E Lamar Blvd, Suite 580
Arlington, Texas 76011**

4b. Tel. No.

(817) 505-0100

4c. Cell No.

4d. Fax No.

(817) 459-0107

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Association of Machinists and Aerospace Workers, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

(817) 505-0100

Cell No.

(904) 803-9996

Fax No.

(817) 459-0107

e-Mail

rgarcia@iamaw.org

Address: 690 E. Lamar Blvd., suite 580
Arlington, TX 76011

**Ramon A. Garcia,
Grand Lodge Rep.**

Print Name and Title

Date: 6/12/2015

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, SUITE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410) 962-2822
Fax: (410) 962-2198



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June 15, 2015

Ms. Marie Jones, Human Resource Manager
Amazon Fulfillment Center
1901 Meadowville Technology Parkway
Chester, VA 23836-2841

Re: Amazon Fulfillment Center
Case 05-CA-154115

Dear Ms. Jones:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Gregory A. Robertson whose telephone number is (410) 962-2184. If this Board agent is not available, you may contact Supervisory Field Attorney Patrick J. Cullen whose telephone number is (410) 962-2916.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be

considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

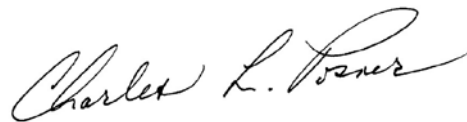
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Charles L. Posner".

Charles L. Posner
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, SUITE 600
BALTIMORE, MD 21201

Agency Website: www.nlr.gov
Telephone: (410) 962-2822
Fax: (410) 962-2198



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June 15, 2015

Mr. Ramon A. Garcia
International Association of Machinists
& Aerospace Workers, AFL-CIO
690 East Lamar Boulevard, Suite 580
Arlington, TX 76011

Re: Amazon Fulfillment Center
Case 05-CA-154115

Dear Mr. Garcia:

The charge that you filed in this case on June 12, 2015 has been docketed as case number 05-CA-154115. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Gregory A. Robertson whose telephone number is (410) 962-2184. If this Board agent is not available, you may contact Supervisory Field Attorney Patrick J. Cullen whose telephone number is (410) 962-2916.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

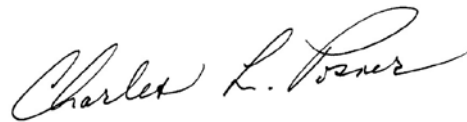
Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, reading "Charles L. Posner". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Charles L. Posner
Regional Director

Enclosure: Copy of Charge

cc: Mr. Russell Wade, Business Agent
International Association of Machinists
and Aerospace Workers, AFL-CIO
3204 Cutshaw Avenue
Richmond, VA 23230-5010

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon Fulfillment Center
and

CASE 05-CA-154115

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Employer, Amazon Fulfillment Center

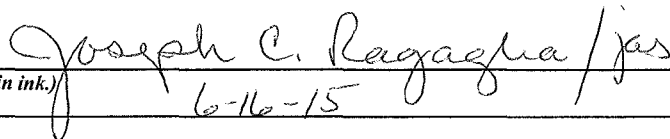
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME:	Joseph C. Ragaglia		
MAILING ADDRESS:	Morgan, Lewis & Bockius, LLP, 1701 Market Street, Philadelphia, PA 19103		
E-MAIL ADDRESS:	jragaglia@morganlewis.com		
OFFICE TELEPHONE NUMBER:	215.963.5365		
CELL PHONE NUMBER:	610.331.2544	FAX:	215.963.5001
SIGNATURE:			
DATE:	(Please sign in ink.) 6-16-15		

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon Fulfillment Center

and

CASE 05-CA-154115

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Employer, Amazon Fulfillment Center

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

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(REPRESENTATIVE INFORMATION)

NAME:	Michael E. Lignowski
MAILING ADDRESS:	Morgan, Lewis & Bockius, LLP, 1701 Market Street, Philadelphia, PA 19103
E-MAIL ADDRESS:	mlignowski@morganlewis.com
OFFICE TELEPHONE NUMBER:	215.963.5455
CELL PHONE NUMBER:	FAX: 215.963.5001
SIGNATURE:	<i>Michael E. Lignowski / jps</i>
DATE:	<i>6-25-15</i>

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Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
05-CA-154115	7/21/2015

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Amazon.com.kydc, LLC		b. Tel. No. (800)929-5313
		c. Cell No.
d. Address (street, city, state ZIP code) 1901 Meadowville Technology Pkwy, Chester, VA 23836-2841	e. Employer Representative Marle Jones, Human Resources Manager	f. Fax No. (206)435-1769
		g. e-Mail
		h. Dispute Location (City and State) Chester, VA
i. Type of Establishment (factory, nursing home, hotel) Distribution Center	j. Principal Product or Service Fulfillment Center	k. Number of workers at dispute location 30
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
See attachment.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Association of Machinists & Aerospace Workers, AFL-CIO		
4a. Address (street and number, city, state, and ZIP code) 690 E LAMAR BLVD, STE 580, ARLINGTON, TX 76011		4b. Tel. No. (817)505-0100
		4c. Cell No. (904)803-9996
		4d. Fax No. (817)459-0107
		4e. e-Mail rgarcia@iamaw.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (817)505-0100
By  (signature of representative or person making charge)	Ramon A. Garcia, Grand Lodge Rep.	Office, if any, Cell No. (904)803-9996
	Print Name and Title	Fax No. (817)459-0107
Address: 690 E LAMAR BLVD, STE 580, ARLINGTON, TX 76011	Date: 7/20/2015	e-Mail rgarcia@iamaw.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Within the last 6 months, the Employer has interfered with, restrained, and coerced its employees by the following conduct:

- Threatening employees with discharge, discipline, the contracting-out of their work, the withholding of benefits, the inability to communicate with supervisors, and/or unspecified reprisals because or if they engage in union and/or protected concerted activities.
- Informing employees that it would be futile to vote for union representation.
- Soliciting employee grievances, promising benefits, and/or providing benefits to employees if they would not support the union.
- Engaging in surveillance of employees engaging in union and/or protected concerted activities and/or creating the impression that employees are under surveillance while engaging in union and/or protected concerted activities.
- Interrogating employees about their own union activities and/or sympathies and/or the union activities and/or sympathies of other employees.
- Promulgating and/or maintaining rules restricting employees from talking about discipline and/or compensation with each other and/or ordering employees to not talk about discipline and/or compensation with each other.

About (b) (6), (b) (7) and (b) (6), (b) (7) 2015, the Employer discriminated against employees (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) by issuing written disciplines to them, placing them on probation or a similar status, and/or issuing poor or critical evaluations to them in order to discourage union activities or membership and/or because of their protected concerted activities.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, SUITE 600
BALTIMORE, MD 21201

Agency Website: www.nlr.gov
Telephone: (410) 962-2822
Fax: (410) 962-2198



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July 23, 2015

Mr. Ramon A. Garcia
International Association of Machinists &
Aerospace Workers, AFL-CIO
690 East Lamar Boulevard, Suite 580
Arlington, TX 76011

Re: Amazon.com.kydc, LLC
Case 05-CA-154115

Dear Mr. Garcia:

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Attorney Gregory A. Robertson whose telephone number is (410) 962-2184. If the agent is not available, you may contact Supervisory Field Attorney Patrick J. Cullen whose telephone number is (410) 962-2916.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

Charles L. Posner
Regional Director

Enclosure: Copy of First Amended Charge

cc: See Page Two

cc: Mr. Russell Wade, Business Agent
International Association of Machinists &
Aerospace Workers, AFL-CIO
3204 Cutshaw Avenue
Richmond, VA 23230-5010



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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Fax: (410) 962-2198



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July 23, 2015

Ms. Marle Jones, Human Resource Manager
Amazon.com.kydc, LLC
1901 Meadowville Technology Parkway
Chester, VA 23836-2841

Re: Amazon.com.kydc, LLC
Case 05-CA-154115

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Very truly yours,

Charles L. Posner
Regional Director

Enclosure: Copy of First Amended Charge

cc: See Page Two

cc: Joseph C. Ragaglia, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2921

Michael E. Lignowski, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2903

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com.kydc, LLC

and

CASE 05-CA-154115

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Employer, Amazon.com.kydc, LLC

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

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(REPRESENTATIVE INFORMATION)

NAME: Kirsten B. White

MAILING ADDRESS: Morgan, Lewis & Bockius LLP, 1111 Pennsylvania Avenue NW, Washington, DC
20004

E-MAIL ADDRESS: kirsten.white@morganlewis.com

OFFICE TELEPHONE NUMBER: 202.739.5844

CELL PHONE NUMBER: _____ FAX: 202.739.3001

SIGNATURE:

(Please sign in ink.)

DATE:

8-13-15

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Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Tel. +1.215.963.5000
Fax: +1.215.963.5001
www.morganlewis.com

Joseph C. Ragaglia
Partner
+215.963.5365
jragaglia@morganlewis.com

August 28, 2015

VIA E-FILING AND ELECTRONIC MAIL

Mr. Gregory A. Robertson
Field Attorney
National Labor Relations Board, Region 5
Bank of America Center, Tower II
100 S. Charles Street, 6th Floor
Baltimore, MD 21201

Re: Amazon.com.kydc, LLC – Case No. 05-CA-154115

Dear Mr. Robertson:

Amazon.com.kydc, LLC (“Amazon” or the “Company”) provides this position statement in response to the above-referenced charge and amended charge filed by the International Association of Machinists and Aerospace Workers, AFL-CIO (“IAM” or the “Union”). The Company understands the Union to claim generally that Amazon has violated the National Labor Relations Act (the “Act”), as detailed in the Union’s charges and the Region’s August 12, 2015 letter to the Company.¹

As discussed in more detail below, the Union’s charge is wholly without merit. While the allegations are numerous, they are unsubstantiated. In response to the Union’s petition, the Company at all times engaged employees in a lawful manner, provided answers to employee questions with facts, expressed lawful opinions on union representation and collective bargaining, and encouraged employees to vote. The Company adamantly denies that it violated

¹

The Company reserves the right to amend this statement or to present additional information, as necessary. All information in this letter, as well as any documents submitted to the Region, is being disclosed to the National Labor Relations Board (“NLRB” or “Board”) solely for purposes of cooperating with its investigation in the instant matter. As such, the Company requests that the NLRB treat these documents as confidential and not disclose their content to anyone, including any other parties, any employees, the Union, or their attorneys, without the Company’s express written permission, subject to the requirements of the Freedom of Information Act.

the Act as alleged. For the reasons explained below, the Union's allegations should be dismissed in their entirety.²

FACTUAL BACKGROUND

I. Amazon.com

Amazon.com operates websites that sell various products, including books, electronics, CDs, DVDs, and apparel. Amazon.com packages and ships products from warehouses called Fulfillment Centers, operated by Amazon.com.kydc. Amazon operates numerous Fulfillment Centers in North America, including one in Chester, Virginia, known internally as "RIC2."

II. The Union's Attempt to Organize Company Employees

On January 22, 2015, the Union filed a petition to represent all full-time and part-time RIC2 facility technicians. The parties stipulated to hold an election on March 4, 2015 in the following bargaining unit:

All full time and regular part time Facilities Technicians I, Facilities Technicians II, Facilities Technicians III, Control Systems Specialist (CSS), and EAM Administrator employees employed by the Employer at its Chester, Virginia facility, but excluding all other employees, seasonal and temporary employees, administrative employees, professional employees, managerial employees, guards and supervisors as defined in the Act.³

Throughout February 2015, members of the Company's Employee Relations staff, including (b) (6), (b) (7)(C), conducted four employee meetings with Facilities Technicians at which Union representation was discussed. At each meeting, (b) (6), (b) (7)(C) and another member of the Employee Relations team lead a discussion guided by a slide presentation on a specific topic. Discussion meetings were held on the following dates:

February 4 Welcome and Introduction
February 11 How Unions Work
February 17 Collective Bargaining
February 18 Strikes

² In its August 12, 2015 letter to the Company, the Region requested a number of documents in connection with its investigation of this case. All document request responses and exhibits to this position statement are cited herein. The exhibits are being sent by overnight mail to the Region.

³ Employees in the petitioned-for unit are referred to as "Facilities Technicians" throughout this statement of position.

The Employee Relations team's meetings with employees were strictly limited to the content of the slide presentations shown during the meetings. Any discussions (b) (6), (b) (7)(C) or other Employee Relations personnel had with Facilities Technicians before, during, or after these meetings stemmed from employee questions and were limited to factual conversations about the processes of collective bargaining. The Employee Relations team at all times lawfully presented the Company's position on unionization. Throughout this period, managers and other Company representatives consistently informed employees that it was their right to engage in union activities or refrain from doing so and that the Company respected their decision, whatever that was.⁴

On March 2, 2015, the Union withdrew its petition, and the Regional Director cancelled the election. Three months later, on June 12, 2015, the Union filed the initial charge in this matter, alleging that "[o]n or about (b) (6), (b) (7)(C) 2015," the Company discriminatorily disciplined Facilities Technician (b) (6), (b) (7)(C) because of (b) (6) participation in union activities. On July 21, the Union amended its charge, adding several allegations that the Company violated Section 8(a)(1) of the Act, and additional 8(a)(3) allegations.

DISCUSSION

It should be noted that several of the Union's allegations that the Company violated Section 8(a)(1) relate to alleged conduct that the Union claims took place after the Union's March 2, 2015 withdrawal of its representation petition – between March 2 and mid-June, 2015. During this time, there was no evidence of any continuing ongoing organizing activity and no indication that the Union intended to file another election petition. In these circumstances, it is virtually impossible to conclude that if any of the alleged misconduct actually occurred – and it did not – that such misconduct would impede or discourage union involvement, or interfere with the outcome of an election.

I. The Company Did Not Threaten Employees With Discharge, Denial of Annual Wage Increases, Discriminatory Evaluations, Subcontracting Work, Denial of Promotions, Changes to Terms and Conditions of Employment, Removing their Ability to Speak With the ER Team and/or To Supervisors, or Any Unspecified Reprisals.

⁴ The Company also held an employee meeting on March 3, after the Union withdrew its petition. The slide decks presented at the February and March 2015 meetings are attached as Exhibits A (Welcome and Introduction); B (How Unions Work); C (Collective Bargaining); D (Strikes); and E.

The Company has engaged in lawful and truthful communications with employees about union organizing and membership. Section 8(c) of the Act provides that “[t]he expressing of any views, argument, or opinion . . . shall not constitute or be evidence of an unfair labor practice . . . if such expression contains *no threat of reprisal or force or promise of benefit.*” 29 U.S.C. § 158(c) (emphasis added).

For the reasons stated below, the Company’s verbal and written communications to employees at RIC2 have been lawful and consistent with the Company’s rights under Section 8(c) of the Act.

A. Alleged Threats of Discharge

The Union alleges that on March 25, 2015, (b) (6), (b) (7)(C) threatened employees with discharge because they supported the Union and because they solicited employees on behalf of the Union. The Union makes similar allegations against (b) (6), (b) (7)(C) (allegedly in late April 2015), (b) (6), (b) (7)(C) (allegedly in mid-June 2015), and (b) (6), (b) (7)(C) (allegedly in late March or early April 2015). The Union also alleges that (b) (6), (b) (7)(C) “threatened employees with discharge or other reprisals if they supported the Union by telling employees that the Employer was aware of the cancer on the front-half day shift and that it needed to be eliminated” and that (b) (6), (b) (7)(C) “suggested that support for the Union is incompatible with continued employment with the Employer.” The Company denies that (b) (6), (b) (7)(C), or any other manager or supervisor has threatened any employee with discharge for supporting the Union or soliciting employees on behalf of the Union, and that (b) (6), (b) (7)(C) ever suggested that supporting the Union was incompatible with continued employment.

1. Alleged Threats of Discharge by (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) has never threatened any employees with discharge for any union-related activities. On March 25, 2015, (b) (6), (b) (7)(C) had lunch with facilities technicians, after which they attended a meeting at which the Company discussed its new “TechLadder” program. The General Manager regularly meets with facilities technicians to update them on business developments and give employees an opportunity to ask questions and provide feedback on routine workplace issues. At the March 25 meeting, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) shared information about the TechLadder program, a comprehensive facilities initiative aimed at clarifying Facilities Technician roles, aligning Technician skills, and providing tools for technicians to build and enhance their skills. See Exhibit F. The issue of terminations was not discussed at the meeting, and certainly not in relation to employees’ purported support for the Union and/or solicitation of employees on behalf of the Union.

At no other point did (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), or (b) (6), (b) (7)(C), or any other manager or supervisor, threaten employees by telling them that they would be discharged because of their support for the Union. Indeed, the Company has told employees that they have the right to organize, that it is their own choice to be represented by a union, and that the Company respects their decision, whatever that decision may be.

2. Alleged Threats of Discharge by (b) (6), (b) (7)(C)

The Union's allegation regarding (b) (6), (b) (7)(C) is entirely inaccurate. The Union can provide no evidence whatsoever that (b) (6), (b) (7)(C) ever uttered the word "cancer" in reference to a group of employees, or for any other reason. In late February 2015, Facilities Technician (b) (6), (b) (7)(C) complained to the Company Human Resources Department that (b) (6), (b) (7)(C) heard from another employee that (b) (6), (b) (7)(C) used the word "cancer" in a meeting and that (b) (6), (b) (7)(C) was "anti-cancer." (b) (6), (b) (7)(C) did not provide any further information. The Human Resources Department investigated (b) (6), (b) (7)(C) allegation and concluded that it could not be substantiated.

B. Alleged Threats of Prohibiting Employees From Speaking Directly with the ER Team and/or to Supervisors

The Union alleges that (b) (6), (b) (7)(C) threatened to take away employees' rights to speak with the Employee Relations team and/or to supervisors if they selected the Union as their bargaining representative. This allegation is without merit. (b) (6), (b) (7)(C) never threatened to prohibit employees from speaking with the ER team or to supervisors and managers. Nothing in any of the Company's slide presentations makes this claim.

To the extent the Union contends that any statements made by Company representatives during the February 11, 2015 meeting somehow amount to unlawful threats, this argument is unavailing. Slide 13 of the presentation shown at that meeting states only that the Company has "an open door policy," "believe[s] in a direct connection," and "[does not] believe there is a need for third-party representation." These comments were not unlawful "threats" under the Act. At most, the Company's comments informed employees about ways unionization might change the way in which the Company and employees deal with each other. As the Board explained in *Office Depot*, 330 NLRB 640 (2000):

The Board has long held that there is no threat, either explicit or implicit, in a statement that explains to employees that, when they select a union to represent them, the relationship that existed between the employees and the employer will not be as before. Section 9(a) contemplates a change in the manner in which employer and employee deal with each other, and an employer's

reference to this change cannot be characterized as a retaliatory threat to deprive employees of their rights.

Id. at 642; *see also Dish Network Corp.*, 359 NLRB No. 32 (Dec. 13, 2012) (employer did not violate Section 8(a)(1) by informing employees that “they would be limited in bringing concerns to management if they selected the Union as their exclusive bargaining representative”). So too here, the Company’s explanation of how a union would change the employer-employee relationship “cannot be characterized as an objectionable retaliatory threat to deprive employees of their rights, but rather is nothing more or less than permissible campaign conduct.” *Tri-Cast, Inc.*, 274 NLRB 377, 377 (1985). As such, no unlawful conduct occurred.

C. Alleged Threats of Denying Annual Wage Increases

The Union alleges that in February or early March, 2015, (b) (6), (b) (7)(C) threatened that the Company would withhold annual raises if employees selected the Union. This allegation is entirely inaccurate. The Company has an established practice of granting RIC2 Facility Technicians annual wage increases each April. During the February 2015 meetings, a handful of employees asked whether the Union’s petition would affect their annual raise. The Employee Relations team clearly and unequivocally responded that the Union’s petition would have no impact on their annual raises and that the Company would award the increases in April, as it does every year, regardless of the outcome of the election. This is precisely what the Company did.

D. Alleged Threats of Subcontracting Employee Work

The Union alleges that in late January or February 2015, the Company threatened employees that it would subcontract their work because of their support for the Union, by having CBRE employees present at morning stand-up meetings for Facilities personnel at RIC2. The Union also claims that in “about late March, 2015,” (b) (6), (b) (7)(C) “threatened employees with subcontracting or outsourcing of the work of Facilities at RIC2 and with other, unspecified reprisals if they continued to seek representation by the Union.” Once again, these allegations have no merit. At no time did any Company representative threaten employees with subcontracting their work, because of their purported support for the Union or otherwise.

In 2014, the Company announced that it had streamlined “base building management” services at all approximately 100 fulfillment centers in North America, through a contract with real estate services company CBRE. “Base building management” refers to the day-to-day oversight and maintenance of building structure, systems, and elements on fulfillment center grounds. Prior to early 2015, such services were performed by multiple different vendors. Before these functions were brought under a single contract with CBRE, Amazon’s own facilities technicians spent some portion of their work days greeting and escorting various contract employees into the

facility and around the grounds to conduct discrete routine maintenance tasks such as landscaping and repairs to facility structures. Under its contract with CBRE, the Company permanently assigned CBRE staff to all fulfillment centers in North America, allowing Amazon employees free to focus on the Company's core business of material handling and customer support. The Company's contract with CBRE had no impact on employee jobs or hours, or their ability to work overtime. The tasks performed by CBRE under the contract had been previously performed by contractors.

The Company announced the CBRE contract in October 2014, sending all managers talking points for communicating the transition to Facilities employees. *See* Exhibit G. The Company conducted a phased implementation through early 2015. In February, CBRE assumed all base building management and operations responsibilities, and CBRE staff were embedded at fulfillment centers throughout the network, including at RIC2.

During a regular daily "stand up" meeting on February 11, 2015, the Company introduced the two new CBRE staff assigned to RIC2 to the Facilities Technicians. The Company did not make any threats about subcontracting the employees' work. The CBRE staff presence at the stand up meeting was merely an effort to familiarize all employees and CBRE staff with one another. The RIC2 employees had known for months that CBRE staff would be present at the facility in February 2015, and that their presence would in no way impact employee jobs.

E. Alleged Threats of Denial of Promotions

The Union alleges that in about late March, 2015, (b) (6), (b) (7)(C) threatened employees with denial of a promotion and other, unspecified reprisals because they engaged in union and concerted activities. The Company denies that (b) (6), (b) (7)(C) or any other Company representative threatened any employees with the denial of promotions in or around March 2015 or at any point. Indeed, the Company has promoted several RIC2 Facilities Technicians since the Union's organizing campaign began both before and after the petition was filed, including nine since October 2014. *See* Exhibit H. The Company had no knowledge of whether the promoted employees participated in union activities, and the promotion decisions were in no way impacted by purported employee participation in such activities.

F. Alleged Threats of Changes to Terms and Conditions of Employment

The Union claims that in about early or mid-April 2015, (b) (6), (b) (7)(C) threatened employees with changes to terms and conditions of employment and unspecified reprisals because Facilities employees sought representation by the Union. The Union has not provided any indication of which employees (b) (6), (b) (7)(C) allegedly threatened or the terms and conditions of employment (b) (6), (b) (7)(C) allegedly threatened to change. In any event, the Company denies that (b) (6), (b) (7)(C)

or any other Company representative threatened employees with changes to terms and conditions of employment or other reprisals because of their purported support for the Union, or for any other reason.

II. The Company Did Not Engage in Unlawful Surveillance or Create an Impression Among Employees That Their Union Activities Were Under Surveillance

The Union alleges that (b) (6), (b) (7)(C) created an impression among Company employees that their union activities were under surveillance by in February 2015 telling employees that they were designated as Union supporters, and in late April 2015, referring to an audio-recording in RIC2 while speaking with employees. The Company denies any unlawful conduct related to these allegations. At no time did the Company engage in any unlawful surveillance of union activity before, during, or since the Union's campaign.

The Company is aware of only one incident involving a potential audio recording. On March 25, 2015, (b) (6), (b) (7)(C) held a meeting with Facilities Technicians at which employee (b) (6), (b) (7)(C) created the impression that (b) (6), (b) (7)(C) was recording the meeting when (b) (6), (b) (7)(C) placed (b) (6), (b) (7)(C) cell phone face-up on a table near the front of the room. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) was recording the meeting and told (b) (6), (b) (7)(C) to stop because (b) (6), (b) (7)(C) did not have permission. (b) (6), (b) (7)(C) directive was lawful for two reasons.

First, the Board has never recognized audio recordings as *per se* concerted or protected activity. See *Whole Foods Mkt., Inc.*, Case No. 01-CA-096965, 2013 WL 5838721 (NLRB Div. of Judges Oct. 30, 2013) ("I have found no cases, and none have been cited, in which the Board has found that making recordings of conversations in the workplace is a protected right"). Second, even if (b) (6), (b) (7)(C) had a protected right to make an audio recording, which (b) (6), (b) (7)(C) did not, (b) (6), (b) (7)(C) did not create an impression of surveillance by asking (b) (6), (b) (7)(C) to stop the recording because (b) (6), (b) (7)(C) behavior occurred in plain sight of anyone nearby. It is well established that "an employer's mere observation of open, public union activity on or near its property does not constitute unlawful surveillance." *Sprain Brook Manor Nursing Home, LLC*, 351 NLRB 1190, 1191 (2007). As such, (b) (6), (b) (7)(C) response did not constitute unlawful surveillance or the creation of an impression of surveillance.

III. The Company Did Not Interrogate Employees About Their Union Activities

The Union alleges that in "about late January 2015," (b) (6), (b) (7)(C) "interrogated employees about their union activities." However, the Union makes no reference to which employees it alleges (b) (6), (b) (7)(C) interrogated, or what (b) (6), (b) (7)(C) allegedly asked them. In any event, (b) (6), (b) (7)(C) did not interrogate any employees. (b) (6), (b) (7)(C) did have some informal conversations with employees before and/or after employee meetings at which (b) (6), (b) (7)(C) was present. However, these conversations

were limited to employees' questions about unions and the collective bargaining process. (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) never sought anyone's views on the union or inquired into anyone's union activities, and (b) (6), (b) (7)(C) did nothing more than present the Company's position on unionization. As such, (b) (6), (b) (7)(C) conversations with employees were lawful and no interrogation occurred.

IV. The Company Did Not Promise Employees a New Compensation Package or a Wage Increase

The Union alleges that on two occasions in "about late January 2015," (b) (6), (b) (7)(C) promised employees a new compensation package if they did not select the Union as their bargaining representative. The Union also alleges that, around the same time, (b) (6), (b) (7)(C) promised employees a wage increase.⁵ Here again, the Union's claims lack any factual basis.

(b) (6), (b) (7)(C) did respond to employees who asked how the Union's organizing effort would impact their compensation, but only to assure them that a new compensation structure the Company planned to implement would go into effect regardless of the outcome of the election. Such statements did not violate the Act because (1) the decision to implement the new program was made prior to the Union's filing of an election petition; (2) the change applied to every facility in the North America network, not just facilities with union activity; and (3) the Company repeatedly assured RIC2 employees that the change would take place regardless of whether they selected the Union.

In early 2014, the Company decided to change its compensation program for Facilities Technicians in response to challenges the Company had experienced in recruiting and retaining fulfillment personnel. In the spring and summer of 2014, the Company informed employees at RIC2 and elsewhere that it would be transitioning *all* facilities in the North America network from a national-based compensation program into a nodal/local model that takes into account the labor market in each facility's local area. After announcing the change in the spring of 2014, the Company continued to develop and refine the network-wide compensation structure throughout 2014 and the early part of 2015. In light of the Company's earlier announcement to employees, Facilities Technicians at RIC2 occasionally inquired as to the status of changes to the compensation program, and the Company explained that it was continuing to work on ironing out the details of the program. Significantly, contrary to the Union's allegation, (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C), typically works in Amazon's fulfillment center in Middletown, Delaware, known within the Company as PHIL7. RIC2 and PHIL7 are nearly identical plans whose associates operate the same equipment. (b) (6), (b) (7)(C) is familiar with both facilities and periodically has filled in as a manager at RIC2 when needed, including in July 2014. In early 2015, a Facilities Area Manager at RIC2 resigned, and (b) (6), (b) (7)(C) was asked to fill the role until a permanent replacement was installed. As such, (b) (6), (b) (7)(C) worked at RIC2 on the following dates in 2015: January 26-28; February 1-4; February 8-11; February 15-18; February 22-25; March 1-3; April 1; and May 20.

repeatedly assured employees that the new compensation program would be implemented *regardless of the outcome of the Union's campaign.*

Under these circumstances, the Company's repeating of its prior promise was unrelated to any union activity and completely lawful. *See LRM Packaging, Inc.*, 308 NLRB 829 (1992) (because "the grant of medical benefits was promised and set into motion before the union campaign, the statement regarding those benefits was simply a reaffirmation of plans announced before the union campaign"); *Avecor, Inc.*, 296 NLRB 727, 737 (1989) (announcement of wage increase did not violate Section 8(a)(1) where it was consistent with intention expressed prior to union campaign). This is especially true given that the changes were network-wide and designed to improve the Company's ability to recruit employee talent. *See, e.g., Network Ambulance Servs.*, 329 NLRB 1 (1999) ("corporatewide nature of [benefits announced during organizing campaign was] evidence that the action was taken for legitimate business reasons and was not objectionable"); *Springfield Jewish Nursing Home for the Aged, Inc.*, 292 NLRB 1266, 1266 (1989) (granting of wage increase during organizing campaign was lawful when done to rectify internal wage discrepancies in order to remain competitive with similarly situated employers); *Am. Sunroof Corp.*, 248 NLRB 748, 749 n.10 (1980) (announcement of new pension plan, on corporate-wide basis, one day before election was not objectionable or unlawful).

The Company denies that (b) (6), (b) (7)(C) or any other manager or supervisor promised employees that they would receive a wage increase if they did not select the Union.

V. The Company Did Not Solicit Employee Complaints and Grievances

At no time did (b) (6), (b) (7)(C) unlawfully solicit employee grievances or complaints or promise better terms and conditions of employment if the employees did not choose union representation, as alleged by the Union.

To the extent this allegation is based on statements about workplace improvements completed *before* the Union's organizing campaign, such statements do not constitute unlawful solicitation of grievances or promises of benefits. *Clark Equip. Co.*, 278 NLRB 498, 500 (1986), overruled in part on other grounds by *Nickles Bakery of Indiana, Inc.*, 296 NLRB 927 (1989) (employer's reminder of "how good conditions were at the plant, including ongoing improvements it had instituted prior to the union campaign" were lawful and protected by Section 8(c)); *Clare Hosp.*, 273 NLRB 1755, 1755 (1985) (employer's letter lawfully provided "some general information on past improvements at the hospital, and a statement that there will always be problems, but that they can be solved by 'working together as a team' and 'without third party intervention'").

Because (b) (6), (b) (7)(C) did not solicit any grievances, much less promise to remedy grievances, no unlawful conduct occurred.

VI. The Company Did Not Unlawfully Suggest that the Employee Relations Team Only Came to RIC2 to Discuss Workplace Problems and Issues Because of the Organizing Drive by IAM

Contrary to the Union's allegation that (b) (6), (b) (7)(C) told employees that the Employee Relations team was sent to RIC2 to discuss "workplace problems and issues," (b) (6), (b) (7)(C) and other members of the ER team consistently told employees that its purpose at RIC2 was to present the Company's position on unionization. This is reflected in the Company's presentation to employees on February 4, 2015. Slide 2 of that deck asks the question "Why Are We Here?" and states the following in response:

IAM Lodge 10 has requested an election to decide if it represents you.

You always have a choice.

We are here to answer questions, present facts, and share opinions.

See Exhibit A at Slide 2 (*emphasis added*).

These statements contain no threats of reprisals or promises of benefits and were thus entirely consistent with the Company's free speech rights as protected by Section 8(c) of the Act. *Poly-Am., Inc.*, 328 NLRB 667, 669 (1999) (citing *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 617 (1969)); see also *Children's Center for Behavioral Development*, 347 NLRB 35 (2006) (an employer does not violate Section 8(c)(1), "provided that its expression of opinion does not threaten employees or otherwise interfere with the Section 7 rights of employees").

VII. The Company Did Not Tell Employees That They Would Have to Go on Strike to Procure a Contract

The Union claims that (b) (6), (b) (7)(C) told employees that they would have to go on strike to procure a contract if the Union and the Company did not agree to a contract after one year. This is not the case. (b) (6), (b) (7)(C) addressed the issue of strikes at the February 18, 2015 meeting, but (b) (6), (b) (7)(C) said nothing about the inevitability of strikes, much less that a strike would take place if a contract wasn't agreed to within a year. Slide 3 of the deck used by the Company during the meeting states as follows:

“Most strikes occur when an agreement cannot be reached during contract negotiations. Strikes are a lever unions use to try and force the company to give in to their demands.”

See Exhibit D.

This simple factual statement is well within the bounds of permissible employer speech. See *Coleman Co.*, 203 NLRB 1056, 1056 (1970) (statements that union might elect to strike to enforce its demands were lawful); see also *Connecticut Humane Society*, 358 NLRB No. 31, at *65 (2012) (employer, in explaining collective bargaining process, did not violate Act by stating that a strike “could” result if Union could not convince employer to agree to union’s demands). As such, (b) (6), (b) (7)(C), strike-related comments were entirely lawful.

VIII. The Company Did Not Suggest that Support for the Union was Incompatible with Continued Employment with the Employer

The Union alleges that (b) (6), (b) (7)(C) “suggested that support for the Union is incompatible with continued employment.” (b) (6), (b) (7)(C) never made this statement, and the Company is unaware of any other manager or supervisor making any statements to this effect.

IX. The Company Did Not Unlawfully State that Pro-Union Employees had been Bullying Other Employees

The Union alleges that on multiple occasions from late January to early March, 2015, (b) (6), (b) (7)(C) “stated that pro-union employees had been bullying or intimidating other employees without evidence of such behavior to the extent to which (b) (6), (b) (7)(C) described it.” This allegation is factually inaccurate and fails to allege any unlawful conduct.

On February 5, 2015, Facilities Technician (b) (6), (b) (7)(C) voluntarily complained to (b) (6), (b) (7)(C) and the HR Department that there was ongoing use of profanity and derogatory statements in RIC2 that made (b) (6), (b) (7)(C) feel uncomfortable and caused (b) (6), (b) (7)(C) to avoid common work areas. See Exhibit I. In turn, (b) (6), (b) (7)(C) simply passed on those complaints but did not suggest that any harassing or bullying was perpetrated by “pro-union” employees. The Company is unaware of (b) (6), (b) (7)(C) position on unionization, and likewise is unaware of the union sympathies of the employee (b) (6), (b) (7)(C) complained about. The Board has recognized that simply repeating complaints about bullying or intimidation is not unlawful. See *Champion Enterprises, Inc.*, 350 NLRB 788, 789 (2007); *Rivers Bend Health & Rehab. Serv.*, 350 NLRB 184, 186 (2007). In light of evidence that an employee actually had been intimidated, (b) (6), (b) (7)(C) recitation of that complaint did not constitute a threat or request for employees to report on protected activity. Accordingly, this allegation should be dismissed.

X. The Company Did Not Assert That the Union Would Not be Able to Obtain Higher Wages or Benefits for Employees

The Union alleges that in about late January, 2015, (b) (6), (b) (7)(C) asserted that the Union would not be able to obtain higher wages or benefits for employees. The Union also accuses (b) (6), (b) (7)(C) of, “explicitly or implicitly represent[ing] that compensation for RIC2 facilities employees was fixed and that gains attained by the Union in one aspect of compensation would result in proportional decreases in other aspects.” (b) (6), (b) (7)(C) never made such statements or representations.

Slide 17 of the “Collective Bargaining” presentation used at the February 17, 2015 meeting states as follows:

Union contract negotiations are a gamble

- You Could Get More
- You Could Stay The Same
- You Could Get Less

There are no guarantees. If a union is promising you something get it in writing.

See Exhibit C.

During the presentation, (b) (6), (b) (7)(C) stated that sometimes in bargaining, “one thing may go up while something else goes down.” The Company also quoted language about the collective bargaining process directly from *Midwest Instruments*, 133 NLRB No. 155 and from the NLRB’s website. *Id.*, Slides 5, 16.

(b) (6), (b) (7)(C) statements were entirely lawful descriptions of the give-and-take nature of the collective bargaining process. *See, e.g., Connecticut Humane Society*, 358 NLRB No. 31, at *64 (2012) (statement that nothing is guaranteed and that everything is up for negotiations, including existing benefits, was an accurate and lawful description of the collective bargaining process); *Winkle Bus Co., Inc.*, 347 NLRB 1203, 1205 (2006) (inquiry of employee “do you want to wait for years for a raise” held lawful because it accurately indicated uncertainties of collective bargaining, including possibility of delayed wage increases); *Reno Hilton Resorts*, 320 NLRB 209 (1995) (employer’s statement that bargaining would start from scratch and “the employees’ benefit package could be greater, less, or remain the same as their current package” was within employer’s free speech rights under Section 8(c)).

Moreover, to ensure that the Company's Collective Bargaining presentation would not be misconstrued as stating that collective bargaining would be futile, (b) (6), (b) (7)(C) included Slide 3, which states the following:

We are **NOT PREDICTING** future events in this presentation,
nor do we mean to imply or suggest that certain events will occur

We are **DISCUSSING FACTS** and **POSSIBILITIES** and the
union's record on certain key issues

No one can predict the results of good faith bargaining if
employees give their rights and voice to the union. This is a
discussion of **FACTS** and what **CAN** or **MAY** happen, not what
WILL happen

See Id.

XI. The Company Did Not Unlawfully Offer Interview Coaching

The Union alleges that in February 2015, manager (b) (6), (b) (7)(C) offered interview coaching to employees at RIC2 "if they would not select the Union as their bargaining representative." This allegation is entirely inaccurate. Like many Company managers, (b) (6), (b) (7)(C) long has encouraged employees to take advantage of promotion opportunities and worked with employees at multiple Company locations to help them achieve promotions. Talent development is a key function for all Company managers, and the Company encourages managers to take an active role in the development of associates, including through internal interview preparation and mentoring. This is precisely what (b) (6), (b) (7)(C) did and is entirely consistent with (b) (6), (b) (7)(C)'s longstanding practice since well before any organizing activity occurred at RIC2. (b) (6), (b) (7)(C) has provided interview training to employees working in three different facilities since 2012, including the following employees:

(b) (6), (b) (7)(C)

January 2015
June 2014
July-August 2014
January 2014
January 2014
July 2014
February 2014
December 2013
February 2013
June 2012

(b) (6), (b) (7)(C) did not coach any employees in February or March 2015, and (b) (6), (b) (7)(C) certainly did not offer to do so if employees would vote against the Union.

XII. The Company Did Not Unlawfully Promulgate or Maintain a Rule that Employee Development Plans are Confidential

The Union alleges that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), “by warnings or advisories contained in Employee Development Plans,” “promulgat[ed] and/or maintain[ed] a rule that employee development plans are confidential and should not be shared with any unauthorized individual.” This allegation is without merit. The acknowledgment at the end of the standard Employee Development Plan states, “This document is confidential and should not be shared with any unauthorized individual.” Contrary to the Union’s assertion, this sentence plainly allows employees to share their evaluations with authorized individuals, consistent with the Company’s confidentiality policy, which defines “confidential information” as including “information about new products and services, transactions, financial data, ordering and shipping techniques, volume of shipments, lists of customers or suppliers, and any other proprietary information.” See Exhibit V. Employee development plans could reasonably include “confidential information” and are intended to alert employees that, if an employee development plan does include confidential information, the employee is to seek authorization before any such information can be shared outside the Company. Importantly, the confidentiality clause plainly states that “nothing in this policy prohibits non-supervisory employees’ communications about their own or their coworkers’ wages, hours or working conditions.” *Id.*

XIII. The Union’s Section 8(a)(3) Allegations Do Not Have Merit⁶

In order to show unlawful discrimination, there must, at a minimum, be protected activity, knowledge of that activity by the employer, and employer animus or hostility toward that activity. See *Columbian Distribution Servs., Inc.*, 320 NLRB 1068, 1071 (1996); *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enfd* 662 F.2d 899 (1st Cir. 1981). Additionally, a Section 8(a)(3) violation necessarily depends on a causal connection between the employee’s protected

⁶ The Union also has alleged that in about (b) (6), (b) (7)(C), 2015, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) “published a document to employees that threatened discriminatory evaluations and other, unspecified reprisals because employees engaged in union and concerted activities,” and that around the same time (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) “published a document threatening discipline because employees engaged in concerted activities, including discuss[ing] compensation with other employees, and because they supported the Union.” The Company is unaware of any published document or documents the Union may be referring to and assumes these allegations relate to the Union’s claims concerning allegedly discriminatory evaluations and/or development plans issued to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). The Company denies these allegations and is unaware of any published or unpublished document threatening discriminatory evaluations, discipline, or other unspecified reprisals.

activities and an adverse employment action. *See P.W. Supermarkets Inc.*, 269 NLRB 839, 840 (1984). Mere suspicion, surmise, and conjecture are insufficient to form the basis for a violation. *Cardinal Home Products, Inc.*, 338 NLRB 1009 (2003). If these evidentiary burdens are met, the employer may still defend the charge “[by] asserting a legitimate reason for its decision and showing by a preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation.” *Id.* at 1008.

The Union cannot meet these evidentiary burdens with respect to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) because no discrimination occurred.

A. The Company Lawfully Issued (b) (6), (b) (7)(C) a 2014 Performance Review for Poor Performance, and a Final Warning for Engaging in Harassing Behavior While Performing (b) (6), (b) (7)(C) Job Duties

The Union alleges that on about (b) (6), (b) (7)(C), 2015, the Company issued a final warning to (b) (6), (b) (7)(C), and in the middle of April 2015, issued (b) (6), (b) (7)(C) an evaluation that was “discriminatory in terms of rating and substance,” because (b) (6), (b) (7)(C) joined and assisted the Union or because it believed that (b) (6), (b) (7)(C) had done so.⁷

There is no *prima facie* violation in this case. First, there is no evidence that the managers who evaluated (b) (6), (b) (7)(C) 2014 performance and issued (b) (6), (b) (7)(C) review had any knowledge or belief of (b) (6), (b) (7)(C) purported support for the Union. Further, there is no causal connection between (b) (6), (b) (7)(C) alleged union support and the issuance of (b) (6), (b) (7)(C) 2014 annual review.

(b) (6), (b) (7)(C) was hired by Amazon in (b) (6), (b) (7)(C) and currently serves in the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) position. In that role, (b) (6), (b) (7)(C) is responsible for conducting equipment inspections and preventive maintenance, and training and assisting in the development of (b) (6), (b) (7)(C) employees. (b) (6), (b) (7)(C) is expected to provide coaching and promote involvement and cooperation within the department. Throughout 2014, (b) (6), (b) (7)(C) consistently exhibited poor leadership, a failure to communicate adequately with (b) (6), (b) (7)(C) coworkers, and subpar electrical skills. Throughout the year, (b) (6), (b) (7)(C) managers repeatedly coached (b) (6), (b) (7)(C) in one-on-one meetings during which they alerted (b) (6), (b) (7)(C) to these issues and suggested strategies for improvement. However, (b) (6), (b) (7)(C) poor performance persisted, and (b) (6), (b) (7)(C) lack of initiative and inattention to critical operational issues did not improve. For example, in December 2014, (b) (6), (b) (7)(C)

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The personnel files of (b) (6), (b) (7)(C) are attached as Exhibits J, K, and L, respectively. Please note that personal identifying information (e.g., social security numbers, home addresses) has been redacted. The personnel files only contain offer letters and other on-boarding documents. The employee handbook is attached as Exhibit V and is maintained and accessible to employees on Amazon’s internal website. Amazon is a virtually paperless company, and employees are well aware that the handbook can be found online. Disciplinary records of the three individuals are attached as Exhibits M, O, and P.

(b) (6), (b) (7)(C) ignored a request to investigate a burning smell in the department, instead remaining in the control room making jokes. When a manager instructed (b) (6), (b) (7)(C) to investigate the issue, (b) (6), (b) (7)(C) ignored (b) (6), (b) (7)(C) and continued telling jokes. See Exhibit M. In addition, (b) (6), (b) (7)(C) received poor feedback from those of (b) (6), (b) (7)(C) peers personally selected to evaluate (b) (6), (b) (7)(C) performance, almost all of whom noted (b) (6), (b) (7)(C) inability to effectively communicate with (b) (6), (b) (7)(C) coworkers without confrontation. *Id.* (b) (6), (b) (7)(C) manager and peer feedback demonstrated a sharp decline from (b) (6), (b) (7)(C) 2013 performance and, as a result, (b) (6), (b) (7)(C) received a performance rating of “Improvement Needed” on (b) (6), (b) (7)(C) annual performance review, issued in April 2015. *Id.*

There was nothing discriminatory – in rating or in substance – about (b) (6), (b) (7)(C) 2014 performance evaluation. To the contrary, (b) (6), (b) (7)(C) review was entirely consistent with (b) (6), (b) (7)(C) inadequate performance, evaluated over the course of a full year, on the basis of a manager review, peer feedback, and a self-assessment.

Even if the Union had met the elements of a *prima facie* case – and the Company submits that it has not – the Company had a legitimate business justification for evaluating (b) (6), (b) (7)(C) ability to properly perform (b) (6), (b) (7)(C) job duties and concluding on that basis that (b) (6), (b) (7)(C) “needs improvement.” (b) (6), (b) (7)(C) failed to adequately monitor system operation, refused to respond to potential safety incidents, and declined to cooperate with (b) (6), (b) (7)(C) team and peers, despite consistent management coaching. In so doing, (b) (6), (b) (7)(C) failed to meet the core job responsibilities of a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) evaluation and “Improvement Needed” performance rating were entirely warranted, and the Company would have issued them in the absence of any union activity.

Furthermore, the Company did not discriminatorily issue (b) (6), (b) (7)(C) a final warning for (b) (6), (b) (7)(C) repeated failure to cooperate with (b) (6), (b) (7)(C) team in the performance of their job duties. See Exhibit M. (b) (6), (b) (7)(C) consistently threatened and harassed (b) (6), (b) (7)(C) coworkers to the extent that they requested not to work with (b) (6), (b) (7)(C). In General Counsel’s Memorandum 15-04, issued on March 18, 2015, the Board’s General Counsel confirmed an employer’s lawful right to prohibit employees from “threatening, intimidating, coercing or otherwise interfering with the job performance of fellow employees” and wrote that “employers have a legitimate business interest in having employees act professionally and courteously in their dealings with coworkers.” In this vein, “requiring employees to cooperate with each other and the employer in the performance of their work also usually do[es] not implicate Section 7 rights.” *Id.* at 9 (citing *Copper River of Boiling Springs, LLC*, 360 NLRB No. 60, slip op. 1 (Feb. 28, 2014); see also *First Transit, Inc.*, 360 NLRB No. 72, slip op. 3 (Apr. 2, 2014) (finding lawful policy language against “uncivil” language between employees); *Costco Wholesale Corp.*, 358 NLRB No. 106, slip op. 1 (Sept. 7, 2012) (finding lawful rule requiring employees to use “appropriate business decorum” in communicating with others). This is precisely what the Company did when it issued (b) (6), (b) (7)(C) a written warning on (b) (6), (b) (7)(C) 2015. Moreover, (b) (6), (b) (7)(C) final warning was entirely consistent with the

Company's treatment of other employees who have engaged in similar misconduct. *See* Exhibit N.

B. The Company Lawfully Issued (b) (6), (b) (7)(C) a 2014 Performance Review and an Employee Development Plan

The Union alleges that on about April 8, 2015, the Company issued an employee development plan to (b) (6), (b) (7)(C), and issued (b) (6), (b) (7)(C) an evaluation that was "discriminatory in terms of rating and substance," because (b) (6), (b) (7)(C) joined and assisted the Union or because the Company believed that (b) (6), (b) (7)(C) had done so. The Union further alleges that it "engaged in this conduct because of (b) (6), (b) (7)(C) concerted activities in the form of raising workplace concerns in conjunction with or on behalf of other employees in group meetings."

(b) (6), (b) (7)(C) was hired on (b) (6), (b) (7)(C) and currently serves as a (b) (6), (b) (7)(C). In that role, (b) (6), (b) (7)(C) is expected to identify and lead process improvement initiatives, train and lead other associates, and directly interact with network customers and peers. On (b) (6), 2015, (b) (6), (b) (7)(C) was issued (b) (6), (b) (7)(C) Performance Review. *See* Exhibit O. While (b) (6), (b) (7)(C) received an average Performance Rating of "Achieves" for turning in "just good enough results," (b) (6), (b) (7)(C) lack of motivation and chronic inability to effectively lead other associates resulted in a Leadership Principles Rating of "Development Needed." Throughout 2014, (b) (6), (b) (7)(C) also failed to initiate projects or see them through.

On April 8, 2015, (b) (6), (b) (7)(C) also was issued a 60-Day Employee Development Plan in response to (b) (6), (b) (7)(C) chronic inability to communicate with (b) (6), (b) (7)(C) team, and consistently intimidation of (b) (6), (b) (7)(C) coworkers and interference with their ability to do their jobs. *Id.* The development plan documents (b) (6), (b) (7)(C) ineffectiveness as a leader and trainer. For instance, when asked to develop a plan to implement training areas for technicians, (b) (6), (b) (7)(C) instead simply drew a one-page drawing of what the space could look like. (b) (6), (b) (7)(C) Employee Development Plan included a list of action items and development activities to facilitate performance improvement. The Company tracks the improvement of an employee on a development plan by reviewing on the completion of these actions on a weekly basis.

In this case, the Union cannot demonstrate any of the elements of a *prima facie* case of unlawful discrimination. The Company is unaware of (b) (6), (b) (7)(C) having raised workplace concerns with or on behalf of other employees in group meetings. To the extent the Union claims (b) (6), (b) (7)(C) was discriminated against for discussing compensation, its argument fails because the Company would have evaluated (b) (6), (b) (7)(C) 2014 performance on the same basis and issued (b) (6), (b) (7)(C) an Employee Development Plan regardless of any such discussions. (b) (6), (b) (7)(C) inability to meet the leadership requirements of (b) (6), (b) (7)(C) job is without question. Both (b) (6), (b) (7)(C)

performance review and [REDACTED] Employee Development Plan cite numerous examples of [REDACTED] failure to meet this critical job function.

Even if [REDACTED] discussing compensation did amount to protected conduct, the Company had a legitimate business reason for evaluating and documenting [REDACTED] poor performance and taking steps to help [REDACTED] improve. In addition to [REDACTED] failure to meet basic job requirements, [REDACTED] on multiple occasions interfered with [REDACTED] coworkers' ability to perform their jobs. As explained above, employers have a right to require employees to be respectful and professional to their coworkers and to prohibit employees from threatening and intimidating one another in the performance of their job duties. The Company simply did not discriminate against [REDACTED] by issuing [REDACTED] performance review and Employee Development Plan.

C. The Company Lawfully Issued [REDACTED] a 2014 Performance Review and an Employee Development Plan

The Union alleges that in April 2015, the Company issued [REDACTED] an evaluation "that was discriminatory in terms of rating and substance," and that on about April 21, 2015, the Company issued [REDACTED] an Employee Development Plan because [REDACTED] joined and assisted the Union or because the Company believed that [REDACTED] had done so.

[REDACTED] was hired in [REDACTED] and currently serves as a [REDACTED]. Like [REDACTED], [REDACTED] did not meet the leadership functions of the position. Throughout 2014, [REDACTED] communicated with [REDACTED] team in a harsh, abrasive, and inflexible manner, as documented in [REDACTED] 2014 Performance Review. *See* Exhibit P. Indeed, [REDACTED] acknowledged [REDACTED] own failure to meet expectations in [REDACTED] 2014 Self Assessment in which [REDACTED] wrote, "[c]ommunication skills to be improved as usual." [REDACTED] unwillingness to listen to others and/or consider their solutions resulted in a Leadership Principles Rating of "Development Needed."

On [REDACTED] 2015, [REDACTED] also was issued a 60-Day Employee Development Plan in response to [REDACTED] ineffective leadership skills. *Id.* [REDACTED] development plan includes several other performance deficiencies, including exhibiting verbal aggression to the extent that it impeded [REDACTED] effectiveness, and unwillingness to perform routine tasks within the department.

There is no evidence that the managers who evaluated [REDACTED] performance had any knowledge of [REDACTED] purported support for the Union, or that the Company has displayed any animus toward that activity. Further, there is no causal connection between [REDACTED] ostensible union support and the Company's evaluation of [REDACTED] work performance. [REDACTED] Performance Review was based on a 1-year performance period and documents multiple failures to meet performance standards. Likewise, there is nothing to indicate [REDACTED] Employee

Mr. Gregory Robertson
August 28, 2015
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Development Plan was anything but accurate and based solely upon (b) (6), (b) (7)(C) poor performance. As is the case with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), the Company's honest appraisal of (b) (6), (b) (7)(C) performance and (b) (6), (b) (7)(C) ability to perform (b) (6), (b) (7)(C) job is entirely justified by legitimate business needs.

(b) (6), (b) (7)(C) 2014 Performance Review and (b) (6), (b) (7)(C) Employee Development Plan clearly were not discriminatory. As such, no unlawful conduct occurred, and the Union's 8(a)(3) allegations should be dismissed, absent withdrawal.

CONCLUSION

For all of the foregoing reasons, the Union's charge, should be dismissed in its entirety, absent withdrawal.

Please let me know if you have any questions or need any additional information. In addition, if additional information or evidence is provided by the Charging Party, please afford the Company an opportunity to respond to it.

Sincerely,

/s/ Joseph C. Ragaglia

Joseph C. Ragaglia
Michael E. Lignowski
Kirsten B. White

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September 29, 2015

VIA E-FILING AND ELECTRONIC MAIL

Mr. Gregory A. Robertson
Field Attorney
National Labor Relations Board, Region 5
Bank of America Center, Tower II
100 S. Charles Street, 6th Floor
Baltimore, MD 21201

Re: Amazon.com.kydc, LLC – Case No. 05-CA-154115

Dear Mr. Robertson:

Amazon.com.kydc, LLC (“Amazon” or the “Company”) responds your September 9, 2015 letter detailing additional allegations in the above-referenced charge filed by the International Association of Machinists and Aerospace Workers, AFL-CIO (“IAM” or the “Union”). On August 28, 2015, Amazon provided the Region with an extensive position statement that addressed the specific initial allegations in the Union’s charge and amended charge in this case.¹

Like the Union’s previous accusations against the Company, these latest allegations have no merit. At all times since the Union filed its January 22, 2015 representation petition, the Company engaged employees in a lawful manner, and consistent with its rights under Section 8(c) of the National Labor Relations Act (the “Act”), 29 U.S.C. § 158(c). The Company simply did not interrogate employees, engage in employee surveillance, threaten employees with discipline, require disciplinary investigations to be kept confidential, tell employees it would not permit another election to occur, instruct employees to stop speaking out, reward “anti-union” employees, or tell employees it would not allow a union and/or that it “would do whatever it takes to keep the Union out.” As such, the Union’s charge should be dismissed.

¹ The factual background, discussion, and legal argument in the Company’s August 28, 2015 position statement are incorporated herein.

DISCUSSION

It should be noted that most of the Union's allegations that the Company violated Section 8(a)(1) detailed in the Region's September 9, 2015 letter, relate to alleged conduct that the Union claims took place after the Union's March 2, 2015 withdrawal of its representation petition – and as recently as August 13, 2015. During this time, there was no evidence of any continuing ongoing organizing activity and no indication that the Union intended to file another election petition. In these circumstances, it is virtually impossible to conclude that if any of the alleged misconduct actually occurred – and it did not – that such misconduct would impede or discourage union involvement, or interfere with the outcome of an election.

The Company has engaged in lawful and truthful communications with employees about union organizing and membership. Section 8(c) of the Act provides that “[t]he expressing of any views, argument, or opinion . . . shall not constitute or be evidence of an unfair labor practice . . . if such expression contains *no threat of reprisal or force or promise of benefit.*” 29 U.S.C. § 158(c) (emphasis added). For the reasons stated below, the Company's verbal and written communications to employees at RIC2 have been lawful and consistent with the Company's rights under Section 8(c) of the Act.

I. The Company Did Not Engage in Surveillance or Interrogate Employees

The Union alleges that the (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) created the impression among employees that their union activities were under surveillance by telling employees that they had been identified as union supporters. The Company denies any unlawful conduct related to these allegations. At no time did the Company engage in any unlawful surveillance of union activity before, during, or since the Union's campaign.

The Union also alleges that, “about February 2015,” (b) (6), (b) (7)(C) “interrogated employees about their union activities.” This is not the case. The Union makes no reference to which employees it alleges (b) (6), (b) (7)(C) interrogated, or what (b) (6) allegedly asked them. In any event, no Company representative, including (b) (6), (b) (7)(C), interrogated employees about their purported union activities.

II. The Company Did Not Make Statements That It Would Keep the Union Out, or That It Would Not Permit Another Election to Occur

The Union alleges that (b) (6), (b) (7)(C) “assert[ed] that the Employer would not allow a union to come in to RIC2 and that it would do whatever it takes to keep the Union out.” The Union also alleges that (b) (6), (b) (7)(C) told employees that the Company “would not permit another NLRB election to occur.” This allegation has no merit. Neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) ever made

these statements, and the Company is unaware of any other manager or supervisor making any statements to this effect.

III. The Company Did Not Instruct Employees to Stop Speaking in Group Meetings or Threaten Discipline for Speaking in Meetings

The Union alleges that, “about March 12, 2015,” (b) (6), (b) (7)(C) “instructed employees to stop speaking out in concert with other employees in group meetings,” and that, “about April and May 2015,” (b) (6), (b) (7)(C) “published documents to employees threatening discipline because they engaged in protected concerted activities by speaking out in group meetings.” This allegation has no merit. Neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) at any time instructed employees to stop speaking out in group meetings, or threaten employees with discipline for doing so. Furthermore, the Company is unaware of any published document or documents the Union may be referring to and assumes these allegations relate to the Union’s claims concerning allegedly discriminatory evaluations and/or development plans issued to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). As explained in the Company’s August 28, 2015 position statement, the Company did not discriminate against these or any other employees for engaging in protected activities, including speaking in group meetings.

IV. The Company Did Not Order Employees to Not Discuss a Disciplinary Investigation

The Union alleges that, “about August 13, 2015,” (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) “order[ed] employees to not discuss a disciplinary investigation with other employees and by, through this order, maintain[ed] an overbroad rule requiring that disciplinary investigations be kept confidential.” This allegation has no merit. The Company does not prohibit employees from discussing disciplinary investigations with other employees and did not instruct any employees to not discuss such investigations, on August 13, 2015, or at any other time.

V. The Company Did Not Reward Anti-Union Employees With Travel Opportunities

The Union claims that, “about March or April 2015,” the Company “rewarded actively anti-union employees with travel opportunities for training without offering these opportunities to other employees.” This allegation is entirely inaccurate. The Company long has sent facilities employees to travel to various Amazon locations to learn about equipment and/or operations processes, as necessary. In addition, as part of its more formal “Subject Matter Expert” program implemented in 2015, facilities employees may travel to other fulfillment center locations to facilitate training and network coordination. However, subject matter experts are chosen based on specific criteria, including having a minimum of one year in their current job, having obtained an “exceeds” or “achieves” performance rating on their most recent review, demonstrated leadership skills, and a clean safety record for the past twelve months. Moreover, the Subject

Matter Expert program was implemented at all Amazon fulfillment centers in North America, not just RIC2. As such, there is nothing objectionable about the Company's longstanding practice of dispatching employees to various locations for training purposes, through the Subject Matter Expert program, or otherwise.

VI. Section 10(j) Injunctive Relief is Inappropriate

You have requested Amazon's position on the appropriateness of injunctive relief under Section 10(j) of the Act. Section 10(j) is an "extraordinary remedy." *Szabo v. P*I*E Nationwide Inc.*, 878 F.2d 207, 209 (7th Cir. 1989); *Arlook v. S. Lichtenberg & Company, Inc.*, 952 F.2d 367, 374 (11th Cir. 1992) (a Section 10(j) injunction is an extraordinary remedy that should be sought and granted only in "very limited circumstances"). In order to obtain a Section 10(j) injunction in the Fourth Circuit, the Board must demonstrate the existence of the traditional factors needed to obtain injunctive relief in other contexts: (1) possibility of irreparable injury to the moving party if relief is not granted; (2) the possible harm to the nonmoving party if relief is granted; (3) the likelihood of the moving party's success on the merits; and (4) the public interest. *See Muffley v. Spartan Mining Co.*, 570 F.3d 534, 541 (4th Cir. 2009); *see also Cantley v. W. Virginia Reg'l Jail & Corr. Facility Auth.*, No. 13-7655, 2014 WL 5906579, at *5 (4th Cir. Nov. 14, 2014) (noting that under the Supreme Court's decision in *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7 (2008), all four factors must be satisfied in order to obtain injunctive relief). The burden is on the Regional Director to establish that injunctive relief is "just and proper" in a particular case. 29 U.S.C. § 160(j). For all of the reasons explained in detail above and in the Company's August 28, 2015 position statement, that burden cannot be met here and, under the facts and circumstances of this case, a resort to extraordinary injunctive relief clearly is not warranted.

Mr. Gregory Robertson
September 29, 2015
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CONCLUSION

For all of the reasons above, and those explained in the Company's August 28, 2015 position statement, the Union's charge should be dismissed in its entirety, absent withdrawal.

Please let me know if you have any questions or need any additional information. In addition, if additional information or evidence is provided by the Charging Party, please afford the Company an opportunity to respond to it.

Sincerely,

/s/ Joseph C. Ragaglia
Joseph C. Ragaglia
Michael E. Lignowski
Kirsten B. White

Counsel for Amazon.com.kydc, LLC



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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December 16, 2015

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Re: Amazon.com.kydc, LLC
Case 05-CA-154115

Dear Mr. Ragaglia, Mr. Lignowski and Ms. White:

Approval of Request to Withdraw Portion of the Charge: On July 21, 2015, the Charging Party filed an amended charge alleging that the Employer interfered with, restrained, and coerced employees in the exercise of their Section 7 rights in violation of Section 8(a)(1) of the Act by engaging in six different types of conduct. The amended charge also alleges that, about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), 2015, the Employer discriminated against employees (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) in violation of Section 8(a)(3) and/or 8(a)(1) by issuing written disciplines, poor evaluations, and/or performance plans to them.

This is to advise that I have approved the withdrawal of the allegations that the Employer violated Section 8(a)(3) and/or 8(a)(1) by discriminating against (b) (6), (b) (7)(C), with the exception of the allegation that the Employer issued a written discipline to (b) (6), (b) (7)(C) in violation of Section 8(a)(3). The remaining allegations of the amended charge are still outstanding and are being processed further by this office. The remaining allegations include the allegation that (b) (6), (b) (7)(C) was issued written discipline in violation of Section 8(a)(3) as well as the six listed types of independent violations of Section 8(a)(1).

Very truly yours,

/s/ Charles L. Posner

Charles L. Posner
Regional Director

cc: See Page Two

cc: Ms. Marle Jones
Human Resource Manager
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Amazon.com.kydc, LLC

Case 05-CA-154115

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all places at its facility in Chester, Virginia, where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to the Amazon email addresses of all Facilities employees who work at its Chester, Virginia facility. The message of the e-mail transmitted with the Notice will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 5 of the National Labor Relations Board in Case 05-CA-154115.” The Charged Party will forward a copy of that e-mail, with all of the recipients’ e-mail addresses, to the Region’s Compliance Officer at heather.keough@nlrb.gov.

READING OF NOTICE – The Charged Party will hold a meeting or meetings for Facilities employees at its Chester, Virginia facility, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English, and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent. The Reading will take place at a time when the Charged Party would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date(s) and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No TWW
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party involving the Charged Party's Chester, Virginia facility, within 12 months of the Regional Director's approval of this Settlement Agreement, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

NON-ADMISSION --- By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

Charged Party Amazon.com.kydc, LLC		Charging Party International Association of Machinists & Aerospace Workers, AFL-CIO	
By: Name and Title /s/ (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	Date 1/22/16	By: Name and Title /s/ (b) (6), (b) (7)(C) [REDACTED]	Date 1-26-16
Recommended By: /s/ G. Alexander Robertson Field Attorney	Date 1/28/16	Approved By: /s/ Charles L. Posner Regional Director, Region 5	Date 1/29/16

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT express displeasure at having to return to the facility because of your activities in support of the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT restrain and coerce our employees by telling employees that we were disappointed in them for not contacting us directly to ask questions or to resolve issues instead of or before petitioning for a union election.

WE WILL NOT tell you that any gains that the **International Association of Machinists & Aerospace Workers** achieves for you in one component of compensation will be offset by an equal reduction in other components of compensation.

WE WILL NOT tell you that you will have to go on strike to obtain a contract if the **International Association of Machinists & Aerospace Workers** has not obtained a contract after representing you for one year.

WE WILL NOT tell you that Amazon will not allow a union to represent its employees.

WE WILL NOT threaten to freeze everything, including annual wage increases, because you support or select the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT suggest that your support for the **International Association of Machinists & Aerospace Workers** is incompatible with continued employment at Amazon.

WE WILL NOT threaten you with unspecified reprisals because you supported the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT give you the impression that your activities in support of the **International Association of Machinists & Aerospace Workers** are under surveillance by us.

WE WILL NOT engage in surveillance of you while you are engaging in activities in support of the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT interrogate you about your activities on behalf of or support for the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT, by soliciting your complaints and grievances, promise benefits to you if you refrain from supporting the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT promise benefits to you, specifically a wage increase, if you do not select the **International Association of Machinists & Aerospace Workers** as your bargaining representative.

WE WILL NOT equate your support for the **International Association of Machinists & Aerospace Workers** with conduct consisting of bullying or intimidation.

WE WILL NOT threaten to get supporters of the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT threaten you with the loss of your job if you support the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT threaten you with the subcontracting of your work if you support the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT threaten to not select you for promotion because you support the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT coerce our employees by telling them that we will not put up with another vote.

WE WILL NOT threaten to make an example out of RIC2 because employees support the **International Association of Machinists & Aerospace Workers**.

WE WILL NOT prohibit you from sharing or discussing discipline with other employees.

WE WILL NOT issue final written warnings to (b) (6), (b) (7)(C), or any other employee because they support the **International Association of Machinists & Aerospace Workers**.

WE WILL rescind the warning that we issued to (b) (6), (b) (7)(C)

WE WILL remove from our files all references to the warning that we issued to (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the warning will not be used against (b) (6), (b) (7)(C) in any way.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Amazon.com.kydc, LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

BANK OF AMERICA CENTER, TOWER
II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Telephone: (410)962-2822
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

CERTIFICATION OF POSTING

RE: Amazon.com.kydc, LLC
Case 05-CA-154115

1. Physical Posting

The Notice to Employees in the above matter was posted on

(date) 2/12/16 at the following locations: (List specific places of posting)

Main Associate Breakroom

Seasonal Associate Breakroom

A-Mod Associate Breakroom

B-Mod Associate Breakroom

Mezzanine Associate Breakroom

CHARGED PARTY/RESPONDENT

By:

(b) (6), (b) (7)(C)

Title:

(b) (6), (b) (7)(C)

Date:

2/12/16

This form should be returned to the Regional Office, together with **ONE** original Notice, dated and signed in the same manner as those posted.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410)962-2822
Fax: (410)962-2198

May 3, 2016

Joseph C. Ragaglia, Esq.
Michael E. Lignowski, Esq.
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103

Kirsten B. White, Esq.
Morgan, Lewis & Bockius
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004

Re: Amazon.com.kydc, LLC
Case 05-CA-154115

Dear Mr. Ragaglia, Mr. Lignowski and Ms. White:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Charles L. Posner

Charles L. Posner
Regional Director

cc: Mr. Marle Jones
Human Resource Manager
Amazon.com.kydc, LLC
1901 Meadowville Technology Parkway
Chester, VA 23836

Mr. Russell Wade, Business Agent
International Association of Machinists
and Aerospace Workers, AFL-CIO
3204 Cutshaw Avenue
Richmond, VA 23230

Mr. Ramon A. Garcia
International Association of Machinists &
Aerospace Workers, AFL-CIO
690 E. Lamar Boulevard, Suite 580
Arlington, TX 76011

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case
29-CA-238044

Date Filed
3/19/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Amazon.com Services Inc.		b. Tel. No. 855-579-1766
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 546 Gulf Avenue Staten Island, NY 10314	e. Employer Representative Mike [Last Name Unknown]	g. e-Mail jfk8-askHR@amazon.com
		h. Number of workers employed 1,200-1,500
i. Type of Establishment (factory, mine, wholesaler, etc.) Warehouse	j. Identify principal product or service Warehouse	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1)(B) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
Within the past six months, the Employer violated Section 8(a)(3) of the Act by terminating (b) (6), (b) (7)(C) for speaking out against the working conditions at the Employer's facility located at the above address.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Retail, Wholesale, and Department Store Union

4a. Address (Street and number, city, state, and ZIP code) 370 7th Avenue 14th Floor New York, NY 10001 Attn: Phil Andrews	4b. Tel. No. 212-684-5300
	4c. Cell No.
	4d. Fax No. 718-728-7037
	4e. e-Mail pandrews@rwdsu.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
United Food and Commercial Workers

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  Phil Andrews
(Signature of representative or person making charge) (Print type name and title or office, if any)

Tel. No. 212-684-5300

Office, if any, Cell No.

Fax No.

e-Mail
pandrews@rwdsu.org

Address 370 7th Avenue, 14th Fl., New York, NY 10001

3/19/2019
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlr.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
NLRB
Mobile App

March 20, 2019

Amazon.com Services Inc.
546 Gulf Avenue
Staten Island, NY 10314

Re: Amazon.com Services Inc.
Case 29-CA-238044

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ERIN SCHAEFER whose telephone number is (718)765-6158. If this Board agent is not available, you may contact Supervisory Field Examiner KATE ANDERSON whose telephone number is (718)765-6181.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent.

KATHY DREW-KING
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlr.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
NLRB
Mobile App

March 20, 2019

Phil Andrews, Retail Organizing Project
Retail Wholesale Department Store Union
370 7th Avenue, 14th Floor
New York, NY 10001-0019

Re: Amazon.com Services Inc.
Case 29-CA-238044

Dear Mr. Andrews:

The charge that you filed in this case on March 19, 2019 has been docketed as case number 29-CA-238044. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ERIN SCHAEFER whose telephone number is (718)765-6158. If this Board agent is not available, you may contact Supervisory Field Examiner KATE ANDERSON whose telephone number is (718)765-6181.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King", written in a cursive style.

KATHY DREW-KING
Regional Director

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com Services, Inc.
and

CASE 29-CA-238044

☒ REGIONAL DIRECTOR ☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570 ☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Employer, Amazon.com Services, Inc.

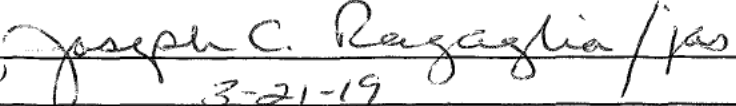
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME:	Joseph C. Ragaglia		
MAILING ADDRESS:	Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, PA 19103		
E-MAIL ADDRESS:	joseph.ragaglia@morganlewis.com		
OFFICE TELEPHONE NUMBER:	215.963.5365		
CELL PHONE NUMBER:	610.331.2544	FAX:	215.963.5001
SIGNATURE:			
DATE:	(Please sign in ink.) 3-21-19		

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com Services, Inc.
and

CASE 29-CA-238044

<input checked="" type="checkbox"/> REGIONAL DIRECTOR	<input type="checkbox"/> EXECUTIVE SECRETARY NATIONAL LABOR RELATIONS BOARD Washington, DC 20570	<input type="checkbox"/> GENERAL COUNSEL NATIONAL LABOR RELATIONS BOARD Washington, DC 20570
---	--	--

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Employer, Amazon.com Services, Inc.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Michael E. Lignowski	
MAILING ADDRESS: Morgan, Lewis & Bockius, LLP, 1701 Market Street, Philadelphia, PA 19103	
E-MAIL ADDRESS: michael.lignowski@morganlewis.com	
OFFICE TELEPHONE NUMBER: 215.963.5455	
CELL PHONE NUMBER:	FAX: 215.963.5001
SIGNATURE: <i>Michael E. Lignowski/jas</i>	
DATE: (Please sign in ink.) 3-21-19	

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com Services, Inc.
and

CASE 29-CA-238044

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
Employer, Amazon.com Services, Inc.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

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SIGNATURE: <i>Crystal S. Carey / jao</i> (Please sign in ink.)	
DATE: 3-21-19	

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National Labor Relations Board
**NOTICE OF DESIGNATION OF ATTORNEY
OR REPRESENTATIVE**

Amazon.com Services Inc.

CASE NO.
29-CA-238044

To: Regional Director,

I, (b) (6), (b) (7)(C), the undersigned, hereby designate
Christopher S. Baluzy, whose name and address appear below,
as my attorney/representative in this proceeding.

This designation shall remain valid until a written revocation of it, signed by me, is filed with the Board.

FULL NAME OF WITNESS

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SIGNATURE OF WITNESS *(please sign in ink)*

4/5/2019

DATE

NAME OF ATTORNEY/REPRESENTATIVE

Christopher S. Baluzy

☒ REPRESENTATIVE IS AN ATTORNEY

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May 17, 2019

VIA NLRB E-FILING AND ELECTRONIC MAIL

Erin Schaefer
Field Attorney
National Labor Relations Board, Region 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Re: Amazon.com Services, Inc. Case 29-CA-238044

Dear Ms. Schaefer:

Amazon.com Services Inc. ("Amazon" or the "Company") provides this statement of position in response to the above-referenced Charge filed by the Retail, Wholesale, and Department Store Union ("Union" or "Charging Party").¹ As set forth in the April 10, 2019² request for evidence letter, the Company understands that the Charging Party alleges the Company violated Sections 8(a)(3) and (1) of the National Labor Relations Act (the "Act") by terminating the employment of (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C), 2019. Specifically, (b) (6), (b) (7)(C) contends Amazon terminated (b) (6), (b) (7)(C) employment in retaliation for (b) (6) purported (i) union organizing activity and/or (ii) protected concerted activity, including allegedly speaking out about working conditions at Amazon's Staten Island, New York facility (referred to internally as "JFK8").

Charging Party's allegations that the Company terminated (b) (6), (b) (7)(C) employment in retaliation for (b) (6), (b) (7)(C) purported union organizing activity and/or protected concerted activity are without merit and the Board should dismiss the Charge, absent withdrawal. As explained in more detail below, there

¹ The Company submits this position statement solely for the Board's use and requests that the Board treat it as confidential. To that end, the Company further requests that the Board not reveal any of this position statement's contents to any other person without the Company's prior written consent. Information and accompanying documentation contained herein designated confidential and/or containing confidential commercial or financial information, or trade secret information may not be disclosed to the Charging Party or (b) (6), (b) (7)(C) without prior written authorization from Amazon. If any FOIA request is served to which this position statement is responsive, Amazon requests the opportunity to review, approve, and comment on all necessary redactions. In addition, the Company reserves the right to supplement or amend this position statement, including its attachments, as necessary.

² All dates herein are 2019, unless otherwise noted.

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are a clear set of safety expectations in (b) (6), (b) (7)(C) work area and (b) (6) not only admitted to committing a serious safety violation, but (b) (6) also admitted to knowing the specific safety policy and the ramifications of committing an infraction of this safety policy.

Specifically, on (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) reached into an active area of the Amazon Robotics ("AR" or "KIVA") floor in violation of Amazon Robotics Operational Safety Rules and Amazon's Safety Standards of Conduct. During an investigatory conversation (known as a "seek-to-understand" conversation in Amazon parlance) immediately following the incident, (b) (6), (b) (7)(C) confirmed that (b) (6) had reached onto the AR floor onto the side of an AR pod and that (b) (6) was fully aware that this conduct violated Company policy. Following further investigation, the Company terminated (b) (6), (b) (7)(C) employment on (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) termination is consistent with the terminations of other JFK8 employees who engaged in similar unsafe behavior, irrespective of any union activity.

Indeed, from new hire orientation forward, Amazon emphasizes that safety is its top priority. Amazon informs associates that: (i) Amazon Robotics Operational Safety Rules prohibit associates from reaching onto the AR floor; (ii) Amazon Robotics Operational Safety Rules prohibit associates from physically placing any part of their bodies between an AR drive unit and another AR drive unit, an AR pod, or inside the safety perimeter fencing in any manner; and (iii) Amazon's Safety Standards of Conduct prohibit unauthorized entry onto the Amazon Robotics floor (collectively, "Amazon Robotics Safety Rules"). Given the paramount importance of ensuring a safe working environment, Amazon emphasizes to associates that failure to adhere to its Amazon Robotics Safety Rules is a Category 1 infraction for which termination of employment is likely. See Safety Standards of Conduct. There can be no real dispute that (b) (6), (b) (7)(C) was on notice that (b) (6) violation was serious and could likely result in termination of (b) (6) employment. (b) (6), (b) (7)(C) completed Amazon's various safety trainings making these rules clear and, as such, knew (b) (6) was violating Amazon Robotics Safety Rules when (b) (6) reached into an active area of the Amazon Robotics floor. And JFK8 has consistently terminated the employment of associates who commit similar violations.

Charging Party cannot establish a *prima facie* case that the Company violated Section 8(a)(3) or (1) of the Act regarding the decision to terminate (b) (6), (b) (7)(C) employment because there is no evidence that any anti-union animus motivated in any way that decision. Even if a *prima facie* case could be established, the facts establish that the Company's decision would have occurred without regard to any union support or concerted activity, which satisfies the Company's burden under *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enforced*, 662 F.2d 899 (1st Cir. 1981).

The Act does not immunize employees from the consequences of their clear violation of Company policy simply because they have allegedly engaged in union organizing or protected activity. The actions of the Company were lawful. The Board should dismiss the Charge, absent withdrawal.

I. FACTUAL BACKGROUND

A. Amazon's Operations

Amazon operates websites that sell various products, including books, home goods, toys, electronics, CDs, DVDs, and apparel. Amazon facilities receive and sort packages and ship

assorted products from warehouses called Fulfillment Centers, including JFK8³ where (b) (6), (b) (7)(C) worked as a (b) (6), (b) (7)(C) in the Picking Department.

A Picker is responsible for taking items off shelves and placing them on a conveyor belt on which the items are sent to packers to box. JFK8 Pickers work near Amazon robots. This innovative technology, known as Amazon Robotics or "AR," assists associates in fulfilling customer orders. Amazon robots are flat devices with wheels that move pods (which are essentially mobile shelving units) carrying up to 1,000 pounds of items to a packaging area. The Amazon robots bring shelves with the merchandise to Pickers instead of the Pickers having to walk to the shelves.

The Amazon robots travel around the Amazon Robotics floor in a tightly controlled space, bringing items to and traveling away from Pickers in a synchronized manner. As such, Amazon robots are fenced in by perimeter fencing in order to separate Pickers from the risk of contact with moving pods. When a pod arrives at a station, Pickers fulfill customer orders by unloading a specific type and number of items from the pods, scanning and placing them into totes to be packed for delivery. For a better understanding of an AR robot and a pod are, please see: <https://www.amazonrobotics.com/#/> (last viewed 5/13/19).

B. (b) (6), (b) (7)(C) Employment at Amazon

Amazon hired Mr. Long on or about (b) (6), (b) (7)(C) as (b) (6), (b) (7) in the Shipping Department. See Terms of Employment Letter, dated (b) (6), (b) (7)(C), attached as Ex. A. (b) (6), (b) (7)(C) transferred to the Picking Department on or about (b) (6), (b) (7)(C) 2018, where (b) (6), (b) (7)(C) worked as a Picker near Amazon robots. (b) (6), (b) (7)(C) reported directly to (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C)) (b) (6), (b) (7)(C) employment was subject to Amazon's policies and procedures. At all times during (b) (6), (b) (7)(C) employment, (b) (6), (b) (7)(C) was aware that safety is paramount and Amazon places a high value on the health and safety of its associates.

C. Amazon's Culture of Safety

Amazon places a high value on the health and safety of its associates. Associates are made aware of and are expected to comply with Amazon's Health and Safety Policy, which Amazon provides and teaches during new hire orientation. See Owner's Manual Excerpt, attached as Ex. B. This policy provides,

As part of its commitment to providing a safe workplace for all associates, Amazon complies with all applicable regulations and has adopted a core safety policy that no task is so important that an associate must violate a safety rule or put themselves at risk of injury or illness in order to get it done.

Id. (emphasis added)

Associates must comply with the safety policies and procedures that pertain to each workstation, which Amazon addresses during a separate worksite training tailored to the safety concerns of each workstation. Specifically, Pickers complete "Day 1 Site Tour, In-Process Safety School and

³ JFK8 is the first Fulfillment Center in New York State. JFK8 Operations began in or about September 2018.

Process Training" ("Picker Safety School Training") which provides guidelines on, among other things, safe work practices regarding the Amazon Robotics floor (or KIVA⁴ floor). See Picker Safety School Training Excerpt, attached as Ex. C. When an associate reaches on to the AR floor, they risk parts of their bodies being (i) struck by or against one or more AR pod drive units, (ii) caught in or compressed by one or more AR pod drive units, and/or (iii) struck, caught or crushed by one or more AR pod drive units. Each of these events could cause serious harm to associates.

Further, and due to the above-mentioned risk of injury, Amazon Robotics Operational Safety Rules provide the following guidelines:

- Never cross the AR safeguarding perimeter or walk on an AR floor unless you have been trained and authorized for AR floor access. [...]
- Always observe and follow all warning and caution signs.
- Never place any part of your body between a drive unit and another drive unit, a pod, any workstation structure, a conveyor or the safety perimeter fencing.
- *Do not reach onto the AR floor with a stick, your hands, broom, Jam pole or other similar item.* [...]
- Always remain aware while at a AR workstation, the drive units can move without warning or notice.

See Amazon Robotics Operational Safety Rules, attached as Exhibit D. (emphasis added)

Given the paramount importance of ensuring a safe working environment, Amazon emphasizes to associates that failure to adhere to its various safety rules, including Amazon Robotics Safety Rules, is a Category 1 infraction for which termination of employment is likely. See Safety Standards of Conduct Excerpt, attached as Ex. E; see also Ex. B at 30. (b) (6), (b) (7)(C) was trained that, anytime you work around moving robots, there is a risk of injury. Indeed, (b) (6), (b) (7)(C) successfully completed (b) (6), (b) (7)(C) Pick Training on (b) (6), (b) (7)(C), 2018. See Training Transcript for (b) (6), (b) (7)(C), attached as Ex. F.

Finally, safety training does not cease when orientation and initial training end. Amazon repeatedly reminds associates that Amazon has a "core safety policy that no task is so important that an associate must violate a safety rule or put themselves at risk of injury or illness in order to get it done." See Ex. B at 21. For example, during daily team meetings before the start of a shift (known as "stand up meetings"), managers begin with a safety message which appears alongside the Amazon Robotics Safety policy. See Stand-Up Meeting Signage, attached as Exhibit G (reminding associates that they should "...not reach onto the AR floor with sticks, hands, broom [or] jam pole."). Managers also periodically remind associates that reaching onto the AR floor in any manner is a Category 1 infraction. In addition, at JFK8, the site has created a safety culture around "T.A.K.E.8," which requires each associate to take 8-seconds before starting work to assess the following:

Task: Do I know what the task is?

Area: Is my area clean, organized and free of safety hazards?

⁴ Amazon Robotics was formerly known as Kiva Systems, a Massachusetts-based company that manufactured mobile robotic fulfillment systems.

Knowledge: Do I have the training to complete the task safely?

Equipment: Do I have the tools necessary to complete the task safely?

Id. This culture of continuous attention to safety is reinforced and adopted by associates and leadership every day.

In addition, Process Associates perform periodic floor inspections, identify and address safety hazards within the work area and coach associates to work safely at all times. Further, Amazon posts safety reminders around associate workstations. Specifically, associate workstations are surrounded with signage reminding associates not to place their hands or any parts of their bodies past the perimeter fencing. See Picker Workstation Safety Signage, attached as Ex. H.

D. (b) (6), (b) Violation of Policy and Termination

On (b) (6), (b) (7)(C) a Process Associate observed (b) (6), (b) (7)(C) reach over an Amazon Robotics pod to place an item into the side of the AR pod drive unit. See Witness Statement Form, attached as Ex. I. The Process Associate escalated the issue to (b) (6), (b) (7)(C) who engaged (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) to conduct a "seek-to-understand" with (b) (6), (b) (7)(C). *Id.*

The seek-to-understand discussion with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) occurred immediately following the incident on (b) (6), (b) (7)(C) during which (b) (6), (b) (7)(C) admitted to overreaching to the side of a pod in order to place back an item. *Id.* When (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) understood the safety risk of (b) (6), (b) (7)(C) behavior, (b) (6), (b) (7)(C) nodded (b) (6), (b) (7)(C) head indicating "yes." *Id.* When (b) (6), (b) (7)(C) asked why (b) (6), (b) (7)(C) reach onto the floor, (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) "need[ed] to grab an item," but admitted to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should not have done so. *Id.* (b) (6), (b) (7)(C) was then informed that (b) (6), (b) (7)(C) would be placed in an indirect role⁵ while the incident was being investigated.

From (b) (6), (b) (7)(C), Amazon thoroughly investigated the incident, including among other things, reviewing (b) (6), (b) (7)(C) written statement (Ex. I) and video footage of the incident. As a result of the investigation, JFK8 terminated (b) (6), (b) (7)(C) employment on (b) (6), (b) (7)(C). This decision is consistent with separations for employees who engaged in the same or similar behavior. JFK8 has terminated the following individuals who engaged in the same or similar conduct as (b) (6), (b) (7)(C). See Termination Letter dated (b) (6), (b) (7)(C), 2019, attached as Ex. J; see also KIVA Violations Chart, attached as Exhibit K.

	Incident Date	Termination and Incident Details
1.	(b) (6), (b) (7)(C), 2018	Termination for "enter[ing] the KIVA floor without a prohibit ⁶ in place and/or without a SRBRS vest on."
2.	(b) (6), (b) (7)(C) 2018	Termination for "enter[ing] the AR floor to pick up an item on the floor."

⁵ (b) (6), (b) (7)(C) performed "water spider" duties when (b) (6), (b) (7)(C) was scheduled from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) while Amazon conducted its internal investigation of the incident. In this indirect role, (b) (6), (b) (7)(C) was responsible for wrapping pallets of boxes ready for shipment in plastic and sending the pallets to the next stage of the process for eventual delivery to customers.

⁶ A prohibit is a method of preventing the Kiva pods from entering a certain area. Associates are expected to place a prohibit in the area they are working to prevent any of the pods from entering their workspace.

	Incident Date	Termination and Incident Details
3.	November 11, 2018	Termination for "reach[ing] down onto the AR floor to retrieve [an] item."
4.	January 8, 2019	Termination for "walking onto the Kiva floor."
5.	January 8, 2019	Termination for "walking out onto the Kiva floor to pick up an item that was being run over by moving pods."
6.	January 16, 2019	Termination for "physically plac[ing] parts of []self in the ARSAW station."
7.	January 26, 2019	Termination for "enter[ing] the KIVA floor without a prohibit in place and/or without a SRBRS vest on."
8.	(b) (6), (b) (7)(C) 2019	(b) (6), (b) (7)(C) termination for "bypass[ing] [] station barrier and reaching onto the AR floor to place an item back into a bin."
9.	February 6, 2019	Termination for "bypassing [] station barrier and putting [] hand onto the AR floor to retrieve a fallen item."
10.	March 28, 2019	Termination for "reach[ing] into the KIVA floor to obtain a product that you kicked onto the floor."

(b) (6), (b) (7)(C) ") and (b) (6), (b) (7)(C) conducted (b) (6), (b) (7)(C) Long's termination meeting on (b) (6), (b) (7)(C). See Safety - Termination Document, electronically acknowledged by (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2019, 7:34:58 PM, attached as Ex. L. (b) (6), (b) (7)(C) was informed that this Category 1 violation would result in the separation of (b) (6), (b) (7)(C) employment from Amazon. *Id.* (b) (6), (b) (7)(C) did not make any comments or speak at all during the termination meeting.

(b) (6), (b) (7)(C) reviewed the appeals process with (b) (6), (b) (7)(C), explaining that (b) (6), (b) (7)(C) had seven (7) days to appeal Amazon's termination decision. *Id.* When asked if (b) (6), (b) (7)(C) would like to appeal (b) (6), (b) (7)(C) shook (b) (6), (b) (7)(C) head indicating "no." *Id.* (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that, if (b) (6), (b) (7)(C) changed (b) (6), (b) (7)(C) mind regarding the appeal process, (b) (6), (b) (7)(C) could contact (b) (6), (b) (7)(C) directly. (b) (6), (b) (7)(C) then electronically signed (b) (6), (b) (7)(C) Safety - Termination Document acknowledging that (b) (6), (b) (7)(C) had "been informed of (b) (6), (b) (7)(C) right to appeal this feedback if (b) (6), (b) (7)(C) [met] all eligibility requirements defined by the Appeals Policy, and that (b) (6), (b) (7)(C) [knew] where to obtain an appeals packet." *Id.* (b) (6), (b) (7)(C) never followed up after (b) (6), (b) (7)(C) to express any interest in the Appeals Process.⁸

II. LEGAL ANALYSIS

In cases concerning alleged unlawful terminations, the Board applies the legal framework established under *Wright Line*, 251 NLRB 1083 (1980), *enfd.*, 662 F.2d 899 (1st Cir. 1981), *cert. denied*, 455 U.S. 989. Under this multi-part test, first "the General Counsel must make a *prima facie* showing sufficient to support the inference that protected conduct was a 'motivating factor' in

⁷ Incident Nos. 3, 6, 9 and 10 (highlighted red) are particularly similar to that of (b) (6), (b) (7)(C) No. 8), in that each incident involved the associate "reaching" into a prohibited area.

⁸ As part of Amazon's efforts to provide a positive work experience, the Company maintains a voluntary Appeals Process Policy. Termination is one of the "disciplinary actions" which associates can challenge through the Appeals Process. An associate who is terminated would appeal to the facility's General Manager, Site Leader, Assistant General Manager, or to the Appeals Panel within seven days of termination. See Appeals Policy, attached as Ex. M.

the employer's decision." *See Wal-Mart Stores, Inc.*, 352 NLRB 815, 845 (2008). If this showing is made by a preponderance of the evidence, "the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct." *Wal-Mart Stores*, 352 NLRB at 845; *see Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003).

Based on the factual record, it is clear that Charging Party's allegations are without merit. First, the Charging Party cannot establish a *prima facie* case because there is no evidence that the Company harbored any animus toward (b) (6), (b) (7)(C) purported union organizing or protected concerted activity. Moreover, even if Charging Party can establish a *prima facie* case, Amazon had a legitimate business reason for terminating (b) (6), (b) (7)(C) and it would have terminated (b) (6) employment even absent any union organizing or protected activity.

A. The Company Did Not Bear Any Animus Toward (b) (6), (b) (7)(C) Purported Union Organizing or Protected Concerted Activity.

To make out a *prima facie* case under Section 8(a)(3) or (1), there must be, at a minimum, (i) protected activity, (ii) knowledge of that activity by the employer, and (iii) an adverse action motivated by animus or hostility toward that activity. *See Columbia Distrib. Servs., Inc.*, 320 NLRB 1068, 1071 (1996); *Wright Line, Inc.*, 251 NLRB at 1089; *see also Webb-Centric Const.*, 254 NLRB 1181, 1185 (1981) (applying the Board's *Wright Line* standard to alleged violations of Section 8(a)(1) turning on employer motivation). Mere suspicion, surmise, and conjecture are insufficient to form the basis for a violation. *See Cardinal Home Prods., Inc.*, 338 NLRB 1009.

Even if (b) (6), (b) (7)(C) engaged in union organizing or protected concerted activity of which Amazon was aware, the Charging Party must prove animus toward that protected activity. This the Charging Party cannot do. *See In Re Tomatek, Inc.*, 333 NLRB 1350, 1355 (2001) ("[E]ven where knowledge has been established, the failure to make a credited showing of animus will likewise warrant dismissal of the complaint.")⁹

A discriminatory motive or animus may be inferred from, among other things, pretextual reasons given for the adverse action, inconsistent treatment of employees, or departure from past practice. *See T-Mobile USA, Inc.*, 365 NLRB No. 15, slip op. at 11-12 (2017) (internal citations omitted). (b) (6), (b) (7) termination for reaching onto the AR floor, however, was undeniably a Category 1 violation (*see* Section I(C)). The reasoning for (b) (6), (b) (7)(C) termination was consistent with JFK8's paramount concern over the safety of its associates, irrespective of any union activity. *See* Section I(D) *supra*; *see also*, Ex. K.

While discriminatory motive sometimes can be inferred from the timing between the employees' protected activities and the adverse employment action, *see T-Mobile USA, Inc.*, 365 NLRB No. 15, 11-12, timing alone is insufficient to establish an unlawful motive. *See, e.g., Ronin Shipbuilding, Inc.*, 330 NLRB 464, 464-65 (2000) (acknowledging close timing, but finding that the alleged discriminatee was not fired because of his union activities but rather because of his longstanding attendance problems); *Frierson Bldg. Supply Co.*, 328 NLRB 1023, 1024 (1999) ("The record in this case shows nothing more than the timing of [the employee's] discharge shortly after the

⁹ To the extent the Region has any evidence to the contrary, the Company respectfully requests notice and the opportunity to respond.

representation election was a coincidence. Such a coincidence, at best, raises a suspicion. However, 'mere suspicion cannot substitute for proof' of unlawful motivation.").

As Charging Party cannot establish even an inference of animus, it cannot establish discriminatory motive or animus and fails to establish a *prima facie* case. See *In re St. Vincent Med. Ctr.*, 338 NLRB 888, 895 (2003) (finding that the General Counsel had failed to demonstrate animus on the part of the employer and therefore had failed to establish a *prima facie* case); *Joshua Assocs.*, 285 NLRB 397, 399 (1987) (General Counsel failed to establish a *prima facie* case "[i]n view of the virtual absence of credible evidence of union animus").

B. The Company Had A Legitimate Reason for Terminating (b) (6), (b) (7)(C) Employment and Would Have Done So Even in the Absence of (b) Purported Union Organizing and Protected Concerted Activity

If the Charging Party were somehow able to meet the above evidentiary burdens (which it cannot), Amazon still has presented "a legitimate reason for its decision and [a] showing by a preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation[.]" *Cardinal Home Prods., Inc.*, 338 NLRB 1008 (internal citation and quotation marks omitted). A demonstration by an employer that the termination would have "taken place even in the absence of protected conduct" provides a complete defense. *Wright Line*, 251 NLRB at 1089; see also *Allstate Power Vac., Inc.*, 357 NLRB 344, 346 (2011) (quoting *Donaldson Bros. Ready Mix, Inc.*, 341 NLRB 958, 961 (2004)); see also *Austal USA, LLC*, 356 NLRB 363, 364 (2010); *NLRB v. Transportation Management*, 462 U.S. 393, 401 (1983) ("the Board's construction of the statute permits an employer to avoid being adjudged a violator by showing what his actions would have been regardless of his forbidden motivation").

Further, when an employer's actions are consistent with a lawfully-maintained policy, there is no violation of the Act. See *In Re Far W. Fibers, Inc.*, 331 NLRB 950, 950 (2000) (finding no violation of the Act because employer's suspension of employee, even if motivated by employee's union activity, was consistent with employer's disciplinary policy and thus employer provided that it would have issued such discipline even in the absence of employee's union activity).

As explained above, when an associate reaches on to the AR floor, (b) risks serious physical injury that can occur if an associates gets (b) hand caught on a moving pod. As such, there can be no real dispute that (b) (6), (b) (7)(C) admitted Category 1 violation more than justified Amazon terminating (b) (6), (b) (7)(C) employment. *Wright Line*, 251 NLRB at 1089.

As demonstrated above, (b) (6), (b) (7)(C) termination from employment was entirely consistent with discipline accorded to other JFK8 associates who engaged in the same or similar misconduct. See Exhibit K. The Board consistently relies on evidence of similar treatment and or the lack of evidence of disparate treatment as a basis for finding that a challenged employer action would have been taken even in the absence of protected activities. See *St. Clair Mem'l Hosp.*, 309 NLRB 738, 743 (1992) (noting the General Counsel's failure to prove disparate treatment in finding that employer met *Wright Line* burden upon proof that the employer treated employees alike).


There is nothing to suggest that Amazon terminated (b) (6), (b) (7)(C) for unlawful or discriminatory reasons. Because (b) (6), (b) (7)(C) termination is consistent with the Company's policies and its treatment of other associates, the evidence establishes that the Company would have terminated (b) (6), (b) (7)(C) regardless of any alleged protected activity. The Board should dismiss the Charge.

Erin Schaefer
May 17, 2019
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III. CONCLUSION

For the foregoing reasons, the Charge's allegations are meritless. The Company respectfully requests that the Region dismiss the Charge, absent withdrawal. Please do not hesitate to contact us if you wish to discuss this matter further.

Respectfully submitted,



Michael E. Lignowski

MEL
Attachments

EXHIBIT A



(b) (6), (b) (7)(C)

Amazon.com Services, Inc.
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) ("Start Date"). Your salary will be \$16.50 per hour, (\$34,320.00 annualized based on 2,080 hours per year) and a \$0.50 per hour Shift Differential (\$1,040.00 annualized based on 2,080 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 1 shares of Amazon.com, Inc. common stock. Subject to your continued employment with the Company, this award will vest and convert into shares of common stock on the 15th day of the month in which you reach your second anniversary of employment.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2019. Ordinarily this process occurs each April.



Department, Manager and Shift

Department: 1299040 JFK8 USA FC Shipping

Manager: (b) (6), (b) (7)(C)

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Variable Compensation Pay (VCP)

If you work in a fulfillment center you may be eligible for Variable Pay, a bonus based upon personal and site performance criteria at your location.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility



To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

(b) (6), (b) (7)(C), we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

(b) (6), (b) (7)(C)

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.

DocuSigned by:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)



EXHIBIT B



Owner's Manual And Guide to Employment

Amazon will not tolerate or permit any associate to suffer retaliation of any kind or to suffer any adverse employment action as a result of reporting an unlawful discrimination or harassment claim. Amazon will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Health and Safety

Amazon places a high value on the health and safety of its associates. As part of its commitment to providing a safe workplace for all associates, Amazon complies with all applicable regulations and has adopted a core safety policy that no task is so important that an associate must violate a safety rule or put themselves at risk of injury or illness in order to get it done. Ensuring a healthy and safe work environment is a responsibility that must be shared equally by each associate. Associates are encouraged to actively participate in identifying ways to maintain a safe and healthy workplace. All managers are responsible for the safety of their associates and are expected to monitor the workplace for unsafe conditions, procedures, or behaviors and take prompt action to eliminate any hazards.

Safety Programs and Training

Amazon has developed an extensive safety program that is regularly reviewed and improved. During their orientation, associates receive important information about safety procedures as appropriate for their site. Business groups or separate sites may develop and publish safety procedures, guidelines, or rules specific to their operations or site. The safety policy for our fulfillment centers, for instance, is available from your Human Resources representative or on the intranet at:

[Safety, Health, & Environmental Policies](#)

Where appropriate, Amazon also provides regularly scheduled safety training that provides guidelines on safe work practices to minimize workplace hazards. Associates are expected to be aware and comply with general safety guidelines, as well as the policies and procedures that pertain to each work site, and to use safe equipment, proper protective equipment, and the proper tools that are appropriate for each job.

Reporting Accidents and Concerns about Workplace Safety

Associates are responsible to and should immediately report any accidents or unsafe work practices to their immediate manager, Safety manager, Human Resources, or any member of Global Security. In the event of a work-related accident that results in injury or illness, associates must immediately notify their manager, Human Resources, and Global Security. Such reports are necessary to comply with federal and state laws and to initiate insurance and workers' compensation benefits coverage for the associate's medical expenses and lost salary. Associates will be required to complete an "Employee Report of Incident" form and sign a copy of their "Supervisors Incident Investigation Report of Injury" form. These forms are available from your Human Resources representative or on the intranet at:

[Accident Reports](#)

No retaliation of any kind will be permitted or tolerated against an associate for making a workers' compensation claim or reporting unsafe work practices. If associates believe that they have been retaliated against, they should report this immediately to their manager or to their Human Resources Business Partner.

include a change in the responsibilities of the individuals involved, re-assignment or transfer of location within the Company, or termination of employment.

Additional information for the Fulfillment Center and Customer Service location is available here:

[Consensual Relationship Policy](#)

Responding to Inappropriate Conduct or Possible Incidents of Harassment

All associates, regardless of position, are responsible for ensuring that our workplace is free from offensive behavior and harassment. Associates who observe or experience inappropriate or harassing conduct in the workplace by anyone, including supervisors, coworkers, customers, or visitors, may advise the offender that their behavior is unwelcome and request that it stop. In addition, associates who encounter such behavior should report it immediately to their supervisor, to a department manager, or to a Human Resources Business Partner. It is important that associates feel comfortable reporting such incidents; therefore, no retaliation of any kind will be permitted or tolerated against an associate for reporting a suspected incident of harassment. If associates believe that they have been retaliated against for making a good faith complaint of harassment or discrimination, they should report this immediately to their supervisor, a department manager or to a Human Resources Business Partner. You can locate your appropriate Human Resources Business Partner through the following link on the intranet:

<https://contactstool.amazon.com/>

Amazon will promptly investigate any reports of workplace harassment or inappropriate conduct and will enforce appropriate disciplinary action where necessary. To the extent possible, the associate's privacy, and that of any witnesses, as well as of the alleged harasser, will be protected against disclosure, except as necessary to conduct the investigation.

Prompt, corrective action will be taken when appropriate. This action may include disciplinary action such as a warning, reprimand, reassignment, temporary suspension with or without pay, or termination of employment, as Amazon believes appropriate under the circumstances. False complaints of harassment, discrimination, or retaliation that are not made in good faith may be the subject of similar appropriate disciplinary action.

Appendix - Standards of Conduct

Standards of Conduct

The Standards of Conduct are a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct. Employment with Amazon is at the mutual consent of Amazon and the associate, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Category 1

The following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense:

- ☐ Disrespect or rudeness to an Amazon customer
- ☐ Theft or inappropriate removal or possession of property

- Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates
- Making unauthorized statements on behalf of the company to the press or in any public forum (as only the company's authorized spokespersons may make authorized statements)
- Use or possession of dangerous or unauthorized materials such as hazardous chemicals or explosives, or use or possession of firearms, knives, explosive devices of any kind, or weapons of any kind
- Violation of the company's Health and Safety policy including possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or on breaks, or while operating employer-owned or leased vehicles or equipment
- Fighting or threatening violence in the workplace
- Gross misconduct
- Gross negligence
- Sexual or other unlawful or unwelcome harassment
- Making, publishing, or repeating knowingly or maliciously false statements concerning an associate, the company, or its products
- Discriminating against a fellow associate or prospective associate on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity^[1], veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities or other legally protected status
- Negligence or improper conduct leading to damage of employer-owned, employer-leased, or customer-owned property
- Insubordination or intentional disregard of instructions
- Falsification of personnel or other company documents/records, including employment application
- Unauthorized removal of company documents
- Unauthorized disclosure of business "secrets" or confidential information
- Intentionally making entries on another associate's time card/sheet, or falsely altering a timekeeping document
- Leaving company premises without permission during assigned work hours (unpaid meal periods are not "work hours" for purposes of this policy)
- Failure to fully cooperate with company investigations (except for questions regarding labor organizations or protected concerted activity)
- Violation of safety policies, procedures, standards, regulations, or laws
- Creating a hazardous or dangerous situation
- Engaging in any conduct that places the health and safety of any person at risk
- Violation of personnel policies
- Violation of security policies, procedures, processes, or instructions
- Violation of the Anti-Sex Buying Policy.

Category 2

The following work conduct infractions are considered serious and generally result in corrective action:

- Unauthorized absence, excessive absenteeism, or any absence without notice
- Failure to carry out a work assignment in an efficient, responsible, and acceptable manner
- Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor
- Failure to adhere to starting time, quitting time, or break time policies, or wasting time
- Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody
- Leaving a company-assigned work area during scheduled working hours without permission
- Violations of the no-solicitation, no-distribution policy
- Creating or contributing to disorderly or unsanitary conditions
- Failing to report or remedy any unsafe conditions, procedures, or behaviors
- Failure to immediately report an accident/injury, regardless of severity, when it occurs on company property, or while performing company business

^[1] Updated on 12.30.08 (EEO, Workplace Harassment, Other Harassment, Category 1 discrimination)

EXHIBIT C

Exhibit C is withheld in full under Exemption 4.

EXHIBIT D

Exhibit D is withheld in full under Exemption 4.

EXHIBIT E

Safety Standards of Conduct-Module ID: 16225

Amazon is committed to providing a safe and healthy work environment. To achieve this, we take steps to educate all our associates, as well as those that visit our sites, on our safety rules, policies, procedures, and guidelines. We then monitor the workplace for performance and conformance.

An injury can worsen if ignored or others may be at risk if workplace hazards are not addressed. Therefore, you must report all injuries, near misses, or workplace hazards to a member of management as soon as you become aware of them. All incidents and near-misses will be investigated to accurately identify the root causes and managers are expected to take all appropriate actions immediately.

Associates have the right and responsibility to report any work-related injury or illness, near-misses, unsafe working conditions, or hazards. Amazon has a no-retaliation or discrimination policy that fosters an open door culture so we can work together to promote positive change. Self-reporting of near-miss incidents that did not injure or cause property damage will be free of retaliation, discrimination, or corrective action. Exception being if the individual reporting has a documented history of similar incidents.

The Safety Standards of Conduct identify workplace hazards and recommend corrective action when safety rules, policies, procedures, or guidelines are not followed. It is impossible to include all behaviors that may pose risk to oneself or others. Therefore, the Safety Standards of Conduct provide a list of examples of potentially unsafe behaviors that serve as guidance on the types of behaviors that may result in corrective action, up to and including termination of employment. It is important to note that disciplinary procedures will only be followed if an investigation deems an associate knowingly and purposefully breached a safety rule, policy, procedure, or guideline. Site Safety leaders and Site Operations leaders are responsible for investigating safety violations and then partnering with Site HR prior to any disciplinary action being administered. All discipline MUST be recorded as ADAPT feedback.

CATEGORY 1 – Behaviors that create risk of serious injury or loss of life are regarded as extremely serious, and termination of employment will likely result following one offense. Any exception to termination requires ADAPT approval by the Site Leader and Regional Operations Leader. For approved exceptions, the minimum corrective action must be a final written warning. Category 1 violation examples:

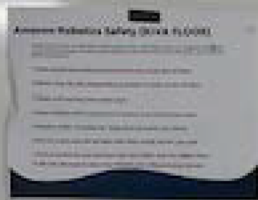
- Unauthorized use of equipment:
 - Unauthorized use of any Amazon or 3rd party equipment
 - Intentional misuse of equipment (racing, crashing, snow-plowing, horseplay, unauthorized load transport)
- Safety Equipment:
 - Bypassing or unauthorized removal of machine safeguarding safety devices: Intentionally bypassing a safety device (ex. tampering with an equipment's safety mechanism such as a conveyor e-stop, or removing safety guards)
 - Failure to wear PPE for At Height or Electrical Work: Not wearing required PPE for high-risk tasks including working at heights greater than 4 feet (1.2 meters) or when performing electrical work
- Unauthorized Entry:
 - Unauthorized entry into Amazon robotic floor or robotics work cell
 - Unauthorized permit required confined space entry: Entering a permit required confined space without completing a pre-task hazard assessment and obtaining a confined space permit
 - Walking within safety radius in a designated commercial vehicle drive lane when the lane is active with vehicular traffic as defined by yard procedures ***Reliability & Maintenance Engineering and Base Building Maintenance employees may perform work in commercial drive lanes when following an approved network Job Safety Analysis***
- Hazardous Energy:

EXHIBIT F

EXHIBIT G

Date:

Safety Tip:

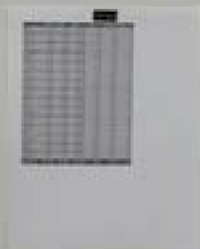


Quality Tip:



Redacted

Standard Work:



Announcements:

Amazon Robotics Safety (KIVA FLOOR)

There are four floors at JFK8 that contain robotic drives. Technology helps us to engineer a safe work environment at Amazon. There are some things you should know to ensure the safety of you and your fellow Amazonians

1. Only trained and authorized personnel may access the AR floor
2. Never cross the AR safeguarding perimeter or walk on the AR floor
3. Observe all warning and caution signs
4. Never interact with a pod that is in motion, wait until the pod stops
5. Replace safety "TensaBarrier" strap when you leave your station
6. Do not reach onto the AR floor with stick, hands, broom, jam pole
7. Pull an andon for any item that may have fallen onto the robotic floor.
8. Do not attempt to clear any ARSAW jam without being trained

EXHIBIT H

Exhibit H is withheld in full under Exemption 4.

EXHIBIT I

NOTE TO ASSOCIATE: Thank you for taking time to complete this Witness Statement Form. The information you provide will help Amazon to thoroughly investigate the issue that has been brought to our attention. Please indicate on this form below, in Section II, exactly what you saw, heard, and know about the issue you are providing this statement about.

SECTION I: INFORMATION ABOUT THE PERSON MAKING THIS STATEMENT

Name (b) (6), (b) (7)(C)	Department/Position PICC/CCW	
Home Address, City, State, Zip	Home Phone Redacted	Work Phone

SECTION II: WITNESS STATEMENT (Use additional paper or back of form if necessary)

Describe in your own words, what happened and what you observed. Please make sure to cover the following points:

- List of all the issues, concerns and/or complaints.
- Relevant facts and dates that support the issue. Be as specific as possible and provide examples.
- Suggestions for obtaining documentation (e.g., memos, e-mails, performance evaluations, etc.) that may include relevant information.
- Attach copies of any relevant documentation to this form.

I took a item out of a pod
I reach on the side of the pod
n put the item back inside
I was at Station 3322.

Please list any witnesses or individuals who may have information relevant to this investigation.

ACKNOWLEDGEMENT

Amazon values the integrity of the investigation process and the importance of conducting an investigation that is timely, thorough, and accurate. Amazon, its supervisors, and HR respect the sensitive and personal nature of the investigation, and intend to keep the investigation as confidential as possible, limiting the disclosure of information to only those people who have a legitimate reason to know.

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I further understand that as an Amazon.com associate that I am subject to Amazon's Code of Ethics and am expected to fully cooperate in all investigations. I understand that intentionally concealing or withholding relevant information or providing purposefully or recklessly false or misleading information, or interfering with, impeding, or undermining the investigation may result in corrective action up to and including termination of employment.

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
Employee Name (Please Print)	Employee Signature	Date 1/19

NOTE TO ASSOCIATE: Thank you for taking time to complete this Witness Statement Form. The information you provide will help Amazon to thoroughly investigate the issue that has been brought to our attention. Please indicate on this form below, in Section II, exactly what you saw, heard, and know about the issue you are providing this statement about.

SECTION I: INFORMATION ABOUT THE PERSON MAKING THIS STATEMENT

Name (b) (6), (b) (7)(C)	Department/Position HR	
Home Phone	Home Phone	Work Phone ()

SECTION II: WITNESS STATEMENT (Use additional paper or back of form if necessary)

Describe in your own words, what happened and what you observed. Please make sure to cover the following points:

- List of all the issues, concerns and/or complaints.
- Relevant facts and dates that support the issue. Be as specific as possible and provide examples.
- Suggestions for obtaining documentation (e.g., memos, e-mails, performance evaluations, etc.) that may include relevant information.
- Attach copies of any relevant documentation to this form.

During a sit w/ (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) over reaching over a POD. (b) (6), (b) (7)(C) admitted to overreaching to the side of POD to place back an item. When I inquired if (b) (6), (b) (7)(C) understood the safety risk, (b) (6), (b) (7)(C) just nodded. When we (b) (6), (b) (7)(C) inquired to why (b) (6), (b) (7)(C) would over reach, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) need to grab an item. (b) (6), (b) (7)(C) let us know that (b) (6), (b) (7)(C) shouldn't of overreached the pod. We explained to (b) (6), (b) (7)(C) that for the rest of the day (b) (6), (b) (7)(C) wouldn't be able to pick due to the safety violation, that would be looked into by Safety & HR. & (b) (6), (b) (7)(C) would be placed in an indirect Role

Please list any witnesses or individuals who may have information relevant to this investigation.

(b) (6), (b) (7)(C)

ACKNOWLEDGEMENT

Amazon values the integrity of the investigation process and the importance of conducting an investigation that is timely, thorough, and accurate. Amazon, its supervisors, and HR respect the sensitive and personal nature of the investigation, and intend to keep the investigation as confidential as possible, limiting the disclosure of information to only those people who have a legitimate reason to know.

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I further understand that as an Amazon.com associate that I am subject to Amazon's Code of Ethics and am expected to fully cooperate in all investigations. I understand that intentionally concealing or withholding relevant information or providing purposefully or recklessly false or misleading information, or interfering with, impeding, or undermining the investigation may result in corrective action up to and including termination of employment.

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 12/20/19
Employee Name (b) (6), (b) (7)(C) Employee Signature Date

EXHIBIT J



(b) (6), (b) (7)(C) 2019

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services, Inc. is (b) (6), (b) (7)(C) 2019.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources



EXHIBIT K

Kiva Violations as of March 28, 2019

	Employee Name	Type	Level	Incident Details
1.	Redacted	SAFETY	TERMINATION	On 10/27, it was found that you entered the KIVA floor without a prohibit in place and/or without a SRBRS vest on. A seek to understand conversation took place with you on 10/27 to which you stated "I am very aware not to cross that line." It is important that you do not enter the KIVA field without the proper safety precautions in place as the KIVA Robot will not stop or slow down for you, and thus could cause injury or product damage. This is a Category 1 Violation of the Safety Standards of Conduct: Entering a permit required confined space without completing a pre-task hazard assessment and obtaining a confined space permit.
2.	Redacted	SAFETY	TERMINATION	The following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On Wednesday, October 31, 2018 at 10:55 am, Redacted entered the AR floor to pick up an item on the floor. This behavior violated the KIVA Operational Safety Rules and created an unsafe work environment. This is a Category 1 violation.
3.	Redacted	SAFETY	TERMINATION	The following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On 11/11/18 at 22:42, as you were picking, an item fell out of a pod and onto the AR floor as the pod pulled away. You then reached down onto the AR floor to retrieve the item. During the seek to understand conversation, you admitted to knowing the policy regarding reaching down to the AR floor. You were aware that reaching out to the floor is not permitted at any time for any reason. This behavior violates the Safety Standards of Conduct and the AR Operational Safety Rules and results in a termination.
4.	Redacted	SAFETY	TERMINATION	The following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On 1/8/19, you were observed walking out onto the Kiva floor to pick up an item that was being run over by moving pods. During the seek to understand conversation, you admitted to being aware of the policy around walking onto the Kiva floor and still walked onto the floor to retrieve the item. This behavior violated the KIVA Operational Safety Rules and created an unsafe work environment. This is a Category 1 violation and results in a separation of employment.

	Employee Name	Type	Level	Incident Details
5.	Redacted	SAFETY	TERMINATION	The following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On 1/8/19, you were observed walking onto the Kiva floor while waiting for work at your station. When asked why you walked onto the floor you stated it was due to your momentum of walking around the station. You also admitted to knowing the policy of walking onto the Kiva floor. This behavior violated the KIVA Operational Safety Rules and created an unsafe work environment. This is a Category 1 violation and subject to termination of employment.
6.	Redacted	SAFETY	TERMINATION	DETAILS OF CURRENT INCIDENT/SPECIFIC CONDITIONThe following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On 1/16/2019, you bypassed safety mechanisms that you were not trained to operate and physically placed parts of yourself in the ARSAW station. This behavior violated the Safety Standards of Conduct and created an unsafe work environment. This is a Category 1 violation.
7.	Redacted	SAFETY	TERMINATION	Entering the KIVA FloorDetails of Concern: On 1/26/2019, it was found that you entered the KIVA floor without a prohibit in place and/or without a SRBRS vest on. A seek to understand conversation took place with you on 1/26/2019 to which you stated that they dropped their lunch box on the KIVA floor and went to pick it up. You also admitted that you were aware that this is a violation of Amazon's safety code. It is important that you do not enter the KIVA field without the proper safety precautions in place as the KIVA Robot will not stop or slow down for you, and thus could cause injury or product damage. This is a Category 1 Violation of the Safety Standards of Conduct: Entering a permit required confined space without completing a pre-task hazard assessment and obtaining a confined space permit.
8.	Redacted	SAFETY	TERMINATION	The following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On 2/6/19, you were observed by your manager bypassing your station barrier and putting your hand onto the AR floor to retrieve a fallen item. During the seek to understand, you stated you know it is against policy to go onto the AR floor and that you did not go over the barrier. However, after reviewing footage, we found you sitting the on barrier and reaching for the fallen item on the floor. This behavior violates the Safety Standards of Conduct.

	Employee Name	Type	Level	Incident Details
9.	(b) (6), (b) (7)(C)	SAFETY	TERMINATION	The following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On (b) (6), 1/19, you were observed by a member of leadership to have bypassed your station barrier and reaching onto the AR floor to place an item back into a bin. During the seek to understand on (b) (6), 1/19, you confirmed that you had reached onto the AR floor, and were aware that this behavior against policy to go onto the AR floor. Reaching or entering the KIVA floor without the appropriate permission and/or prohibits is a Category 1 violation of the Safety Standards of Conduct.
10.	Redacted	SAFETY	TERMINATION	The following feedback pertains to Amazon's Safety Standards of Conduct. On March 28th, it was observed and determined through your own statement and additional supporting evidence that you were in violation of two separate Category 1 Safety infractions. Namely, you entered the ARSAW station without the proper training required to do so, and also reached into the KIVA floor to obtain a product that you kicked onto the floor. You confirmed knowledge of the training procedure required to clear ARSAW jams, and chose to breach this despite a trained Amnesty Tech arriving to assist you. Additionally, you confirmed you were aware of the safety practice detailing that one cannot enter the KIVA field without the proper safety precautions in place as the KIVA Robots may continue in motion, thus potentially resulting in significant injury or product damage. This behavior violated two separate Category 1 violations of the Safety Standards of Conduct, creating an unsafe work environment. Based on the violation of multiple safety infractions, your employment will be terminated effective immediately.

EXHIBIT L

**Supportive Feedback Document
Safety - Termination**

(b) (6), (b) (7)(C)

amazon.com

Associate Name: (b) (6), (b) (7)(C)
Manager Name: (b) (6), (b) (7)(C)
Created On: (b) (6), (b) (7)(C) 2019, 7:34:58 PM

Summary

Your recent job performance is not meeting Safety expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your safety feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Safety Standards of Conduct. Amazon is committed to providing a safe work environment. It is everyone's responsibility to work in a safe, responsible manner and to call out unsafe situations. On (b) (6), (b) (7)(C) 19, you were observed by a member of leadership to have bypassed your station barrier and reaching onto the AR floor to place an item back into a bin. During the seek to understand on (b) (6), (b) (7)(C) 19, you confirmed that you had reached onto the AR floor, and were aware that this behavior against policy to go onto the AR floor. Reaching or entering the KIVA floor without the appropriate permission and/or prohibits is a Category 1 violation of the Safety Standards of Conduct.

Areas of Improvement Required by Associate

You are expected to be in compliance of Amazon's safety standards at all times. We strive to establish an injury-free work environment through proactively eliminating risks. Amazon's Safety Standards of Conduct are important due to the environment of the Fulfillment Center and are intended to keep you safe. Reaching onto the AR floor is a Category 1 violation and creates risk of serious injury or loss of life as regarded as extremely serious. This Category 1 violation would result in the separation of your employment at Amazon.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Associate Signature: Acknowledged by (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C), 2019, 7:34:58 PM

Manager Signature: Acknowledged by (b) (6), (b) (7)(C) :

Date: (b) (6), (b) (7)(C), 2019, 7:34:58 PM

EXHIBIT M

Amazon Fulfillment Center and Sort Center Appeals Policy

The Appeals Policy

Amazon recognizes that from time to time an Associate may encounter a problem, question, or complaint that could affect job satisfaction and work performance if left unresolved. Amazon encourages Associates to raise issues directly with their Manager, Leadership, or Human Resources teams using Amazon's Open Door Policy.

Amazon Appeals is a problem solving mechanism for qualified Associates to challenge certain disciplinary actions with which they do not agree. The Appeals program is an extension of Amazon's Open Door policy.

Amazon Appeals gives Associates a means of having their disputes addressed in an effective, timely, and impartial manner when previous non-formal attempts result in an unsatisfactory resolution. The unique characteristic of Amazon Appeals is that at the final step, the Associate may choose to have the dispute reviewed by a **Panel** consisting of three peers and two managers OR by **Senior Site Leadership**. Senior Site Leadership generally refers to the General Manager, Assistant General Manager, or Site Leader, but in some instances can include other members of Leadership who hold the highest operational position in their building.

Who is Eligible to Appeal?

This Policy applies to all regular full-time and part-time hourly Associates employed directly by Amazon (including Seasonal Associates and Associates hired through Workforce Staffing) who have reached ninety (90) days of continuous employment with Amazon as of the date of the action was appealed. This includes all tiers of hourly Associates and hourly Associates working in support functions except for Associates in Loss Prevention, Human Resources, and Finance. Hourly supervisors who meet all eligibility criteria may appeal to Senior Site Leadership only. Exempt managers, contract workers, and temporary agency staffing employees are not eligible to participate. This Policy does not apply for performance improvement plans (PIP) or in cases where an associate may utilize Pivot to appeal performance management.

What Is Eligible to Appeal?

- Final Written Warnings
- Termination of Employment

What cannot be addressed in an Appeal?

1. An appeal cannot establish or change policy, practices or rules.
2. An appeal cannot establish or change pay rates, job levels, pay ranges or benefits.
3. An appeal cannot make staffing or promotion decisions.
4. An appeal cannot review cases where Amazon is under legal obligation to act with discipline or employment termination arising out of complaints of discrimination, harassment, retaliation or similar conduct.
5. An appeal cannot review cases of discipline or employment termination arising from violation of Workplace Violence Policy and Drug and Alcohol Abuse Policy as specified in the Owner's Manual.

If an employee has questions regarding the appeal policy, please direct those questions to the local Human Resource team.

Amazon will not tolerate retaliation against anyone brings an Appeal or participates in the Appeals Process as a Panelist, Witness, Facilitator, or in any other capacity. Incidents of retaliation must be reported to HR who will investigate and take appropriate action, up to and including termination of employment.

CARY KANE

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March 20, 2019

VIA NLRB E-FILE

Kathy Drew King, Esq.
National Labor Relations Board, Region 29
2 MetroTech Center, Suite 5100
Brooklyn, NY 11201

Re: RWDSU, UFCW & Amazon.com Services Inc. – (b) (6), (b) (7)(C)

Dear Regional Director King:

This firm represents the Retail, Wholesale, and Department Store Union, UFCW (“Union” or “RWDSU”). Enclosed please find an unfair labor practice charge that alleges that Amazon.com Services Inc. (“Amazon”) violated Section 8(a)(3) of the Act by terminating employee (b) (6), (b) (7)(C) (“(b) (6), (b) (7)(C)”) for engaging in protected, concerted activity by speaking out about the abhorrent working conditions at the Amazon fulfillment facility located on Staten Island.

By way of background, (b) (6), (b) (7)(C) worked at the facility as a picker and worked the overnight shift. (b) (6), (b) (7)(C) started working at the facility on or around (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was outspoken about the working conditions at the facility, including health and safety issues and working hours.

(b) (6), (b) (7)(C) was interviewed by (b) (6), (b) (7)(C) and quoted in an article published (b) (6), (b) (7)(C) (available at (b) (6), (b) (7)(C)) (b) (6), (b) (7)(C) concerning the working conditions at the facility. The article stated:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

It continued:




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Kathy Drew King, Esq.

March 20, 2019

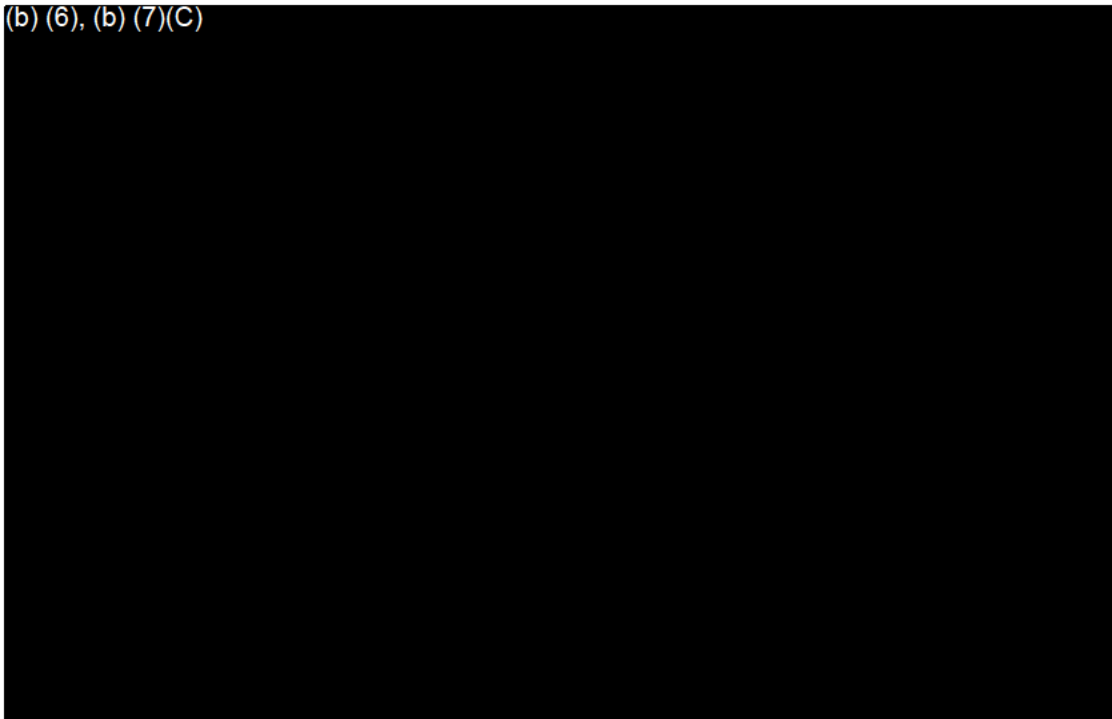
Page 2

(b) (6), (b) (7)(C)



A copy of the article is enclosed.

On December 12, (b) (6), (b) (7)(C) appeared at a rally (b) (6), (b) (7)(C) City Hall in Manhattan with RWDSU representatives and other activists fighting against the working conditions at the Staten Island facility and Amazon's proposed headquarters in Long Island City, New York. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stood next to RWDSU organizer Kim Ortiz at the dais (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) about what it's like to work at the Staten Island facility. Ortiz identified (b) (6), (b) (7)(C) Video footage from the rally was published by the RWDSU (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) captured in the video (b) (6), (b) (7)(C) reads:



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Kathy Drew King, Esq.

March 20, 2019

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(b) (6), (b) (7)(C)

The (b) (6), (b) (7)(C) published an article on the City Hall rally on (b) (6), (b) (7)(C) 2018 and identified and quoted (b) (6), (b) (7)(C) in the article. The article is available at

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) and a copy of it is enclosed.

(b) (6), (b) (7)(C) was also featured in a (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2019. Video footage from the report was taken at a legislative breakfast attended by (b) (6), (b) (7)(C) which was open to the press, hosted by the RWDSU at its offices in Manhattan. Video footage from the report shows (b) (6), (b) (7)(C) to those assembled in the room, speaking publicly about the poor working conditions at the facility. (b) (6), (b) (7)(C) was also (b) (6), (b) (7)(C) in an article accompanying the report from (b) (6), (b) (7)(C) 2019. The article reads:

(b) (6), (b) (7)(C)

The television report and article can be found here - (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

the article is enclosed.

A copy of

Amazon terminated (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2019 for a purported safety violation that occurred on (b) (6), (b) (7)(C) 2019. The Staten Island facility has an area where humans work and where robots or drones "work". Apparently, Amazon prohibits humans from entering the area

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Kathy Drew King, Esq.

March 20, 2019

Page 4

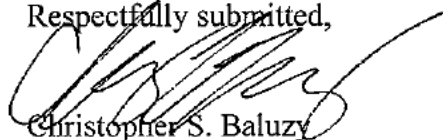
where the robots are located. There is no physical barrier between the two areas preventing ingress and egress, but a soft boundary line separating the areas.

(b) (6), (b) (7)(C) explained that a product fell off a robot, which was close to where (b) (6), (b) (7)(C) was working. (b) (6), (b) (7)(C) placed the product back on the robot. The company confronted (b) (6), (b) (7)(C) that day about this purported transgression, which allegedly constituted a Level I safety violation, the least-severe type of transgression (Level III is the worst). The company fired (b) (6), (b) (7)(C) days later, on (b) (6), (b) (7)(C) 2019, and sent (b) (6), (b) (7)(C) a letter memorializing the termination. The letter provided no explanation as to the reason or reasons for Amazon's decision. A copy of the letter is enclosed ((b) (6), (b) (7)(C) first name is (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) goes by (b) (6), (b) (7)(C)).

(b) (6), (b) (7)(C) termination for (b) (6), (b) (7)(C) purported safety violation was pretext for being outspoken against the working conditions at the facility. The termination was discriminatory because another employee engaged in similar misconduct (place a product that fell back onto a robot) but was not fired. Instead, the employee was fired or suspended but then brought back to work two weeks later. (b) (6), (b) (7)(C) does not know the identity of this employee (first name or last name) although (b) (6), (b) (7)(C) would recognize the employee if (b) (6), (b) (7)(C) saw him or her.

Please accept this letter as my notice of appearance on behalf of the Union. Please contact me when you are ready to take evidence in support of the Union's unfair labor practice charge. Thank you.

Respectfully submitted,



Christopher S. Baluz

Encls.

cc w/encls.: Mr. Phil Andrews (via e-mail)
Mr. Peter Montalbano (via e-mail)

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March 20, 2019

VIA NLRB E-FILE

Kathy Drew King, Esq.
National Labor Relations Board, Region 29
2 MetroTech Center, Suite 5100
Brooklyn, NY 11201

Re: RWDSU, UFCW & Amazon.com Services Inc. – (b) (6), (b) (7)(C)

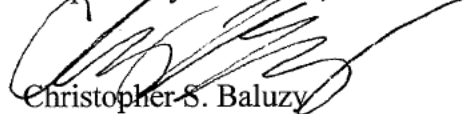
Dear Regional Director King:

This firm represents the Retail, Wholesale, and Department Store Union, UFCW (“Union” or “RWDSU”). I write to supplement the cover letter we submitted to the Region today enclosing an unfair labor practice charge against Amazon.com Services Inc. (“Amazon”) on behalf of (b) (6), (b) (7)(C) (“(b) (6), (b) (7)(C)”).

A Level I violation is the most severe level of violation, not Level III. Thus, Level I is the most severe violation and proceeds down to Level III, which is the least severe.

Next, I will elaborate that, in addition to the alleged transgression of (b) (6), (b) (7)(C) picking up an object from the robot “work” area, (b) (6), (b) (7)(C) was in trouble for allegedly placing the product that fell off the robot back onto the wrong place on the robot.

Respectfully submitted,



Christopher S. Baluzy

cc: Mr. Phil Andrews (via e-mail)
Mr. Peter Montalbano (via e-mail)





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

June 3, 2019

Crystal S. Carey, Esquire
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103

Michael E. Lignowski, Esquire
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103

Joseph C. Ragaglia, Esquire
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2903

Re: Amazon.com Services Inc.
Case 29-CA-238044

Dear Ms. Carey, Mr. Lignowski, Mr. Ragaglia:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

NANCY REIBSTEIN
Acting Regional Director

cc: Amazon.com Services Inc.
546 Gulf Avenue
Staten Island, NY 10314

Phil Andrews
Retail, Wholesale, and Department Store Union
370 7th Avenue, 14th Floor
New York, NY 10001-0019

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